

PREPARED BY AND MAIL TO:
H & L Development, LLC
PO Box 455
Soddy Daisy, TN 37384-0455

**DECLARATION OF RESTRICTIVE COVENANTS FOR
CEDAR POINTE**

This DECLARATION made this 29th day of March, 2005 by H & L Development, Inc.

WITNESSETH:

WHEREAS, Developer, as owner of certain real property located in Hamilton County, Tennessee, as more particularly described as the development "Cedar Pointe" with named roads of Turnstone Drive and Sanderling Court; and

WHEREAS, Developer desires to provide for the preservation of the land values and home values when and as the Property is improved and desires to subject the Development of certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof: and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Development, to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Cedar Pointe entrance signs and landscaping; and administering and enforcing the covenants and restrictions governing the Development and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

WHEREAS, Developer may cause at Developer's sole Discretion to be incorporated under the laws of the State of Tennessee, homeowners association that shall represent the owners of Cedar Point. Said association shall be a Tennessee nonprofit corporation, for the purpose of exercising the above functions and those, which are more fully set out hereafter;

NOW, THEREFORE, the Developer subjects the property described as "Cedar Pointe" to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall touch and concern and run with the Property and each Lot thereof.

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Hamilton County Tennessee

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ARTICLE I
DEFINITIONS

The following words and terms, when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- A. Architectural Review Committee. The parties appointed by the Developer to make decisions that are architecturally in nature. At this point, the committee shall consist of Robert and Gail Hart.
- B. Association. "Association" shall mean the Tennessee nonprofit corporation that shall be formed to manage the funds of the residents of Cedar Pointe.
- C. Board of Directors or Board. "Board of Directors" or "Board" shall mean the governing body of the Association established and elected pursuant to this Declaration.
- D. By-laws. "By-laws" shall mean the By-laws of the Association, when the Developer, at this sole discretion, forms the Association.
- E. Covenants. "Covenants" shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in this Declaration.
- F. Declaration. "Declaration" shall mean this Declaration of Covenants and Restrictions for Cedar Pointe at Harbor Road and any Supplemental Declaration filed pursuant to the terms hereof.
- G. Developer. "Developer" shall mean H & L Development, Inc.
- H. Dwelling Unit. "Dwelling Unit" shall mean any building situated upon the Properties designated and intended for use and occupancy by a single family.
- I. Lot or Lots. "Lot or Lots" shall mean and refer to any improved or unimproved parcel of land located within the Property, which is intended for use as a site for a single-family detached Dwelling Unit as shown upon any recorded final subdivision map of any part of the Property.
- J. Manager. "Manager" shall mean a person or firm appointed or employed by the Board to manage the daily affairs of the Association in accordance with instructions and directions of the Board.
- K. Member or Members. "Member or Members" shall mean any or all Owner or Owners.
- L. Owner. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Recorder, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot, situated upon the Property, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the Mortgagee or holder of a deed of trust, its successors or assigns, unless and until such Mortgagee or holder of a deed of trust has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the office of the Recorder, a long-term contract of sale covering any Lot

within the Property, the Owner of such Lot shall be the purchaser under said contract and not the fee simple titleholder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond the twelve (12) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property. The Developer may be an Owner.

- M. Property. The "Property" shall mean and refer to the lots in the development known as Cedar Pointe.
- N. Record or To Record. "Record" or "To Record" shall mean to record pursuant to the laws of the State of Tennessee relating to the recordation of deeds and other instruments conveying or affecting title to real property.
- O. Recorder. "Recorder" shall mean and refer to the Register of Deeds of Hamilton County, Tennessee.

ARTICLE II PROPERTIES AND IMPROVEMENTS THEREON

- A. Property. The covenants and restrictions set forth in this Declaration are hereby imposed upon the real property located in Hamilton County, Tennessee and more particularly described on Exhibit A attached hereto and additions or amendments thereto, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to the Declaration. Additionally, any easements on any real property retained by or granted to the Developer or the Association for the purpose of erection and maintenance of streets, entrance signs or street lights, or landscaping and maintenance thereof, shall also be considered Property and subject to these Covenants. Every person who is or shall be a record Owner shall be deemed by the taking of such record title to agree to all the terms and provisions of this Declaration.
- B. Association. The Developer may at his sole discretion cause the Association to be formed and incorporated under the laws of Tennessee for the purpose of carrying on one or more of the functions of a homeowners' association including, but not limited to, exercising all the powers and privileges and performing all the duties and obligations set forth in this Declaration. Every person who is an Owner is and shall be a Member of the Association, if said Association is formed, as more particularly set forth in the By-laws of the Association, which are to serve as the By-laws of the Association if Developer forms said Association.

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ARTICLE III
COVENANTS, USES AND RESTRICTIONS

1. All of the Lots in the Development shall be, and be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than as provided in these Covenants and Restrictions and in supplements hereto, or except as provided for in a deed of conveyance from the Developer.
2. No Lot may be used as a means of service to business establishments or adjacent property, including but not limited to supplementary facilities or an intentional passageway or entrance into a business or another tract of land, whether or not a part of the Property, unless specifically consented to by the Developer.
3. No Multi-Family Residences, Business, Trucks. No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single family, and no residence shall be used as a multiple family Dwelling Unit at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose; nor shall any Lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses. No panel, commercial or tractor trucks shall be habitually parked in driveways or overnight on streets in front of any of the Lots.
4. Minimum Square Footage. No single-family detached Dwelling Unit shall be erected or permitted to remain in the Property unless it has the number of square feet of enclosed living area measured from the exterior walls, exclusive of open porches or screened porches, carports, garages or basements, set forth in this section. For the purposes of this section, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, and steps. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of the Developer or the Architectural Review Committee shall be final. (The Architectural Review Committee shall consist of Robert and Gail Hart.)
 - (A) A single level home shall contain not less than 1,800 square feet with a main level two car garage; and
 - (B) A story and half level home shall contain not less than 2,300 square feet with a main level two-car garage.

- (C) A two-story home shall contain not less than 2,400 square feet; 1600 square feet minimum first level, with a main level two-car garage.
5. Setbacks. No building shall be erected on any Lot nearer than the Architectural Review Committee may, in its discretion, establish for each Lot, which may not be consistent from Lot to Lot. For the purposes of this covenant, steps and open porches shall not be considered as a part of the building, providing, however, this shall not be construed to permit any portion of the building on the Lot to encroach upon another Lot. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to the zoning laws and regulations applicable thereto; provided, however, that for good cause shown, an Owner may petition the Developer or the Architectural Review Committee for a variance from such set-back requirements. If the Developer or the Architectural Review Committee grants such petition, the Developer or the Association will not oppose such Owner's attempt to obtain a variance from applicable zoning laws and regulations.
 6. Rearrangement of Lot Lines. Not more than one Dwelling Unit shall be erected or maintained on any one Lot. With the written approval of the Developer or the Board, contiguous Lots may be combined if the Lots have the same Owner, for the purpose of erecting an approved Dwelling Unit thereon, however, the assessments provided for herein will continue to be based upon the number or original lots purchased.
 7. Temporary Structures. No part of any Lot shall be used for residential purposes until a completed Dwelling Unit, conforming fully to the provisions of these Restrictive Covenants, shall have been erected thereon. The intent of this section is to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any Lot except during the period of construction. No house may be moved from another location to any Lot in this Development. Neither the foregoing nor any other section of this Declaration shall prevent the Developer or any builder approved by the Developer from constructing a house for use as a model home that may contain office-type furniture and be used for conducting the business of either selling that house or other houses within the Development, nor shall the foregoing or any other section of this Declaration prevent the Developer from designating a Lot or Lots from time to time for the temporary placement of a trailer or other suitable structure for use as an office and/or sales center by the Developer and/or approved builders at the sole discretion of the Developer.
 8. Rainwater Drainage. All side and rear property lines are dedicated drainage easements and may be used for drainage. Each Lot must be graded so as not to obstruct these easements. All drainage should be directed to these easements, and

these easements must be graded so water flows to the street or to an adjoining drainage easement.

9. Utility Easement. A perpetual easement is reserved on each Lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas, water, sewerage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.
10. Frontal Appearance. All Dwelling Units shall have conventional and acceptable frontal appearance from the main street fronting said Lots, which shall be subject to the approval of the Developer and Architectural Review Committee.
11. Building Requirements. All buildings or structures of any kind constructed on any Lot shall have full masonry foundations and chimneys, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level. At least one half (1/2) of the front, excluding the foundation, must be brick. The Architectural Review Committee must approve any other materials in writing. All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, or stone to complement the house. Gutters and downspouts must be approved colors. All roof stacks and plumbing vents must be placed on the rear slopes of roofs; provided, however, that for good cause shown, the Architectural Review Committee may make exceptions as to the placement of such roof stacks and plumbing vents. The Architectural Review Committee prior to the commencement of the construction must approve any swimming pool. Above ground pools are not permitted.
12. Fences. No fences will be allowed on any Lot without the prior written consent of the Architectural Review Committee. Wire or chain link fences are prohibited. If a wood fence is approved, it must be painted. All proposed fences must be submitted to the Developer or the Architectural Review Committee showing materials, design, height and location.
13. Driveways. A driveway constructed of hard surface materials such as concrete, brick, exposed aggregate, or pre-cast pavers must serve each Dwelling Unit constructed upon a Lot. Nevertheless, no driveway shall be constructed on any Lot nearer than one (1) foot to any Lot line. The Architectural Review Committee must approve all other hard surface materials. It shall be obligatory upon all owners of Lots in Cedar Pointe to construct or place any driveways, culverts, or other structures, or grading, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefore, as set forth on the recorded subdivision plat, in order that the roads or streets, which may be affected by such placement or construction, may not be disqualified for acceptance into the road system of Hamilton County Tennessee.
14. Curbs. No permanent cuts may be made in the curbs for any purpose other than driveways. Curb cuts shall be made with a concrete saw at the curb and along the

gutter. Irregular cuts using sledgehammers and the like are prohibited. Driveways shall be added so as to form a smooth transitional surface with the remaining curb at locations where the approved driveway locations meet the street. Damaged curbs shall be replaced by the Owner of the adjoining Lot unless another who causes the damage to be corrected causes the damage. Notwithstanding the foregoing, nothing herein shall permit any curb cuts where such cuts are prohibited by any applicable city, county or state regulation, ordinance or law.

15. Signs. One sign offering the Lot and/or Dwelling Unit for sale and one sign reflecting the name of the builder may be placed upon a Lot. Such sign must be in form approved by the Architectural Review Committee. No other signs shall be erected or maintained on any Lot, except in accordance with approved standards for signs as set by the Architectural Review Committee.
16. Service Area. Each Dwelling Unit shall provide an area or areas on the rear or side yard of the Lot to accommodate air conditioner compressors, garbage cans, the electrical service entrance, or other ancillary residential functions that by nature may present an unsightly appearance. Service areas shall be convenient to the utility services and screened from view by an enclosure that is an integral part of the site development plan, using materials, colors or landscaping that are harmonious with the home it serves.
17. Garages. Each Dwelling Unit shall have at least a double-car main level garage constructed at the same time as the Dwelling Unit. Detached garages will be allowed only with written approval from the Architectural Review Committee. No carports will be permitted. The inside walls of garages must be finished and painted. A three-car garage is the maximum allowed on the main entry level. All main entry-level garages shall be side loading in nature. Garage doors may not be allowed to stand open.
18. Landscaping. A landscape plan shall accompany every new home application submitted to the Architectural Review Committee for approval. If a Dwelling Unit has a rear exterior which faces Common Property, another Lot or street, the Architectural Review Committee may require the placement of up to two (2) inch, three (3) inch, or four (4) inch caliper trees in the rear of the Lot to provide cover for the Dwelling Unit. It shall also be required that one flowering tree shall be placed in the front yard of each home. Landscaping in accordance with the approved landscape plan must be substantially completed within one year after commencement of construction of the house. Shrubbery plants adjacent to roadways and sidewalks shall not impede the vision of vehicle operators.
19. Swimming Pools. Above ground swimming pools are NOT allowed. In- ground pools are permitted as long as they meet all governmental regulations.

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20. Windows. Materials to be used in windows and glass doors must be approved by the Architectural Review Committee. All windows on the front of a Dwelling Unit must have a muntin pattern. Screens visible from the street are permitted on windows. Metal windows are not permitted. Aluminum awnings are not permitted. Clad and vinyl windows will be permitted.
21. Animals. No poultry, livestock or animals shall be allowed or maintained on any 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. The pet owners shall also muzzle any pet which consistently barks. If the barking persists, the pet owner shall have the pet removed from Cedar Pointe. If the pet owner refuses, it shall be deemed an "offensive activity". In addition, no dogs or other animals which evidence a propensity to bite or otherwise harm humans or other domestic pets which constitute a nuisance to the other residents in the development shall be allowed or maintained on any lot.
22. Zoning. Whether expressly stated so or not in any deed conveying any one or more of said Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.
23. Unightly Conditions. The Owner must from the date of purchase, maintain all of the Lots in Cedar Pointe in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an Owner of a Lot in Cedar Pointe fails, of his own volition, to maintain his Lot in a neat and orderly condition, Developer, or its duly appointed agent, or the Board, or its duly appointed agent, may enter upon said Lot without liability and proceed to put said Lot into an orderly condition, billing the Owner two hundred and fifty percent (250%) of the cost of such work. All Owners in the Development are requested to keep cars, trucks and delivery trucks off the curbs of the streets. Existing homes must be maintained in good repair, including being painted when necessary. Plant beds must be kept weed free.
24. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment or nuisance to the Development.
25. No Detached Buildings. There shall be no detached garages, outbuildings or servants quarters, without the prior written consent of the Developer or the Architectural Review Committee.
26. Sewage Disposal. Before any Dwelling Unit on a Lot shall be occupied, a connection with an approved sewer system meeting applicable municipal codes shall be made. There shall not be erected, permitted, maintained or operated on

any Lot any privy, cesspool, vault or septic system without written approval from the Developer or the Architectural Review Committee.

27. Permitted Entrances. In order to implement and effect insect, reptile and woods fire control and to maintain unsightly Lots, the Developer or the Board, or their respective agents, may enter upon any Lot on which a Dwelling Unit has not been constructed and upon which no landscaping plan has been implemented, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Developer or the Board detracts from the overall beauty, setting and safety of the Property or Lots. Such Entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Developer and its agents or the Board and its agents may likewise enter upon a Lot to remove any trash which has collected on said Lot without such entrance and removal being deemed a trespass. The provisions of this section shall not be construed as an obligation on the part of the Developer and its agents or the Board and its agents to mow, clear, cut or prune any Lots or to provide garbage or trash removal services. Expenses incurred for any of the foregoing shall be chargeable to and recoverable from the Owner of the Lot upon which such work is done.
28. Tree Removal. No live trees or shrubs having a diameter greater than six (6) inches shall be removed prior to obtaining approval of the Developer or the Architectural Review Committee. Any Owner who, without having obtained approval from the Developer or Architectural Review Committee, cuts down or who allows to be cut down any tree having a diameter of six (6) inches or greater shall be liable to the Association for liquidated damages in the amount of One Thousand and no/100 Dollars (\$1,000.00) for each tree so cut. The majority of the trees may not be removed from any Lot except in the area of the Lot upon which the house, driveway and septic system shall be located. Except for view enhancement, excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the Development.
29. Tanks and Garbage Receptacles, Tree Houses and Swings. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only with a Dwelling Unit, within a screened area or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be visible from adjoining Lots, houses, or from any street. No tree houses may be built or maintained on the Lot, and no swing sets, other than wooden swing sets, will be permitted to be installed on a Lot, the location of which must be approved by the Architectural Review Committee.
30. Wells. No private wells may be drilled or maintained on any Lot without the prior written consent of the Developer or the Architectural Review Committee.

31. 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 any Dwelling Unit or other structure on the Property or any Lot with the Development without the prior written consent of the Architectural Review committee; 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. Notwithstanding the foregoing, the provisions of this section shall not prohibit the Developer from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar systems within the Development nor prohibit Developer or the Architectural Review Committee from approving the installation of a satellite dish no more than eighteen (18) inches in diameter in an approved location on the Lot.
32. Excavation. No owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will material affect the surface grade of a Lot unless the consent of the Architectural Review Committee is obtained.
33. 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 Lots within the Development. The playing of loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.
34. Laundry. No Owner, guest, or tenant, shall hand launder from any area within or outside a Dwelling Unit 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 by the Developer or the Board during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.
35. Mailboxes. The Developer will select a mailbox and a yard lamp for use by all Homeowners, and each Owner must purchase and install such mailbox and lamp for use by the Homeowner. The Owner shall see that the street number is properly displayed on both sides of the mailbox in the type of numbers designated by the Developer. The lamp will be installed in the area designated by the Architectural Review Committee. When a bulb in a lamp is no longer operational, the Homeowner must replace the bulb within a reasonable period, such as one week.
36. Duty to Rebuild or Clear and Landscape upon Casualty or Destruction. In order to preserve the aesthetic and economical value of all Lots within the Development, each Owner and Developer (with respect to improved Property owned by Developer) shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any building, structure,

and improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty. Variations and waivers of this provision may be made only upon Developer or the Board establishing that the overall purpose of these Restrictive Covenants would be best affected by allowing such a variation. Variations to this section are to be strictly construed and the allowance of a variance by the Developer or the Board shall not be deemed to be a waiver of the binding effect of this section upon all other Owners.

37. Vehicle Parking. Cars owned by Lot Owners shall not be parked on the street, but shall be parked only in the Owner's garage or driveway. No inoperable vehicle, tractor, or other machinery shall be stored outside on the premises at any time, even if not visible from the street. No house trailer or such vehicle shall be stored on the premises. Recreational vehicles, vacation trailers, campers and boats must be stored and hidden from view within the garage. Such vehicles may not be stored anywhere else on the Lot without written permission from the Developer and the decision of approval will be based upon the location of the lot and its visibility to the road.
38. Maintenance. Each Lot Owner shall, at all times, maintain all structures located on such Lot, including driveways and permitted fences, in good repair which shall include exterior painting as needed, and each Lot Owner shall keep all vegetation and landscaping in good and presentable condition.
39. Approved Builders. Only builders that have been approved by the Developer and the Architectural Review Committee shall be permitted to construct Dwelling Units in the Development. The Developer and Architectural Review Committee shall maintain a list of approved builders, which list shall be made available to Lot Owners and prospective purchasers. The Developer/Architectural Review Committee may from time to time, at the request of a Lot Owner or in its discretion, add builders to the approved list of builders and the Developer may remove approved builders from the list. An owner shall be permitted to contract with a particular builder for construction of a Dwelling Unit only if that builder is on the approved builders list or is subsequently approved by the Developer and the Architectural Review Committee. To be eligible to be an approved builder, the builder must be licensed in the State of Tennessee and be properly insured.
40. Occupancy Before Completion. Except with the written consent of the Association based on adequate assurance of prompt completion of a Dwelling Unit, an owner shall not occupy a Dwelling Unit until the Dwelling Unit and seasonal landscaping conforming fully to the provisions of this instrument shall have been erected and fully completed thereon. Once the footings of any Dwelling Unit or other structure are poured, construction must progress continuously (with allowance for weather conditions, labor conditions and availability of materials) until the building is fully completed. The exterior (including landscaping) must be completed within twelve (12) months after commencement of construction.

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41. Developer Reserves Right. Notwithstanding any other provisions herein to the contrary, the Developer reserves unto itself, its successors and assigns, the following rights, privileges and powers: to subdivide Lots, to combine Lots or parts of Lots or to rearrange boundaries of Lots.
42. Lawn Care. All unimproved Lots (except those owned by the Development) and all improved Lots must be kept fully seeded with grass (except where other provisions hereof require sodding) and regularly fertilized, cut and weeded.
43. Roofs. Roof pitches must be minimum of 9/12, unless otherwise approved by the Architectural Review Committee. All roofing materials shall be architectural dimensional shingles. Metal roofs are prohibited.
44. Chimneys. Chimneys must be constructed of brick or stone on the front and sides of the home. On the back of the home, chimneys may have siding. Chimneys, on the exterior, must have a foundation.
45. Adjoining Lot Damage. Any damage done to any adjacent or adjoining Lot of a contractor employed to build will repair improvements on any Lot immediately at the expense of the Owner or contractor. The Owner or contractor must provide temporary construction support for the curbs and sidewalks during the time of construction. All construction debris shall be removed weekly and the street must be kept clean during construction.
46. Material Quality. Only good quality materials and design will be accepted on any structure built on any Lot. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick or stone. No masonry stucco will be allowed, unless in writing from the Architectural Review Committee. The Architectural Review Committee must accept other materials in writing.
47. Air Conditioning and Heating Units. Air conditioning and heating units shall be architecturally screened or landscaped so as not to be visible from any street. Window units of any type are prohibited.
48. Sidewalks. It is the obligation of each Lot Owner subsequent to Developer to install a sidewalk along the lines of the Lot which front a road in accordance with Developer or Architectural Review Committee specifications by the time the Dwelling Unit is completed. Sidewalks are to be 42" in width. Sidewalks shall commence 18" from the curbed area.
49. Sodding. Prior to occupancy of a Dwelling Unit, the front yard of the Lot must be sodded. For corner lots, the Developer or Architectural Review Committee will dictate which areas are to be sodded on a lot-by-lot basis, but as a general rule, all areas adjoining roadways shall be sodded. The developer or the Architectural

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Review Committee may approve prior occupancy if weather conditions prohibit sodding. Sod to go down the side of the house to rear of home. Sod is to go to the property line on side of house unless Architectural Review Committee or Association gives written permission to deviate.

50. Exterior Siding. The Architectural Review Committee must approve all exterior siding in writing. All wood, masonite, or vinyl siding must have exposed laps six (6) inches. Dwelling Units using masonite siding on all exterior sides must be true lap siding and not artificial laps. Aluminum siding is prohibited.
51. Renting or Leasing. No Dwelling Unit may be rented or leased, however, a Dwelling Unit may be rented or leased for a period of up to six (6) months during any twenty-four (24) month period to facilitate the sale of the Dwelling Unit.
52. Amount of Annual Assessment for Homeowners Association. Until the transfer of the governing authority from the Developer to the Board takes place, the amount of the annual assessment shall be One hundred fifty dollars (\$100.00) per year. The annual fee will be due on July 1 of each year. After the transfer of the governing authority is completed, the amount of the annual assessments shall be set by the Board unless seventy-five percent (75%) of the Members who are in attendance at the meeting of the Association vote to increase or decrease the said annual assessment set by the Board.
53. Violations and Enforcement. In the event of the violation, or attempted violation, of any one or more of the provisions of these Restrictive Covenants, the Developer, his heirs, successors or assigns, or the Association, its successors or assigns, including all parties hereinafter becoming Owners of any one or more of the Lots to which provisions of these Restrictive Covenants apply, may bring an action or actions against the Owner in violation, or attempting violation, and the said Owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorneys fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of set-back lines side, rear or front, which may be minor in character, a waiver thereof may be made by the Developer, its successors or assigns or the Board. Further, the developer or the Board may grant variances of the restrictions set forth in these Restrictive Covenants if such variances do not, in the sole discretion of the Developer or the Board, adversely affect the purposes sought to be obtained hereby.
- By reason of the rights of enforcement of the provisions of this section being given unto Owners of Lots (subject to rights of variances reserved by the Developer and the Board), it shall not be incumbent upon the Developer or the Board to enforce the provisions of these Restrictive Covenants or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of these Restrictive Covenants by any person other than itself.

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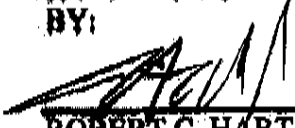
This Declaration shall become effective upon its recording in the office of the Register of Hamilton County, Tennessee.

IN WITNESS WHEREOF, all officers of H & L Development, Inc. have executed this Declaration on this the

29 day of March, 2005.

H & L Development, Inc.

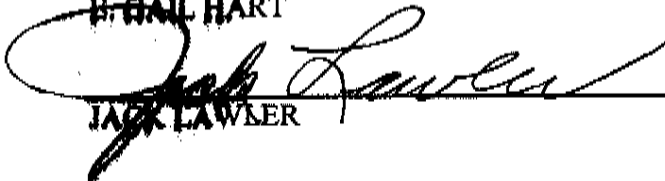
BY:



ROBERT C. HART, JR.



E. GAIL HART



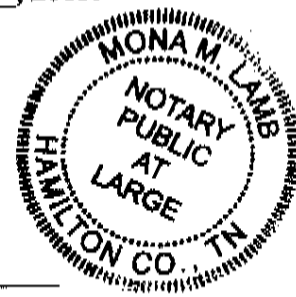
JACK LAWLER

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me the undersigned Notary personally appeared, Jack Lawler, Robert C. Hart, Jr., and E. Gail Hart, proved to me on the basis of satisfactory evidence and who upon oath acknowledged such persons as to be officers of H & L Development, Inc., the within named Corporation, and that such officers executed the foregoing instrument for the purpose therein contained by personally signing their names as officers of H & L Development, Inc.

Witness my hand and seal

This the 29th day of March, 2005.


NOTARY PUBLIC

My Commission Expires: 10-4-2005