

**DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
DREAM CATCHER SUBDIVISION**

RSF Investments LLC (herein "Developer") is the owner in fee simple of a tract of land located in Hamilton County, Tennessee, said tract of land being described as Dream Catcher Subdivision (herein "Subdivision") and having been subdivided into Lots One (1) through Fifty-eight (58) as shown on plat of record in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, in the Register's Office of Hamilton County, Tennessee, (herein "Lots"). The Developer intends to develop said Subdivision as an exclusive and attractive residential subdivision;

Now, therefore, in consideration of the premises and for the purposes set forth herein, Developer does hereby impose and charge upon each and all of the Lots for the period set forth herein, the following special covenants and restrictive conditions, to-wit:

1. Prior Approval of Plans. No building, boundary, fence or wall, or other structure shall be commenced, erected, placed or altered on said land until the plans and specifications showing the nature, kind, shape, dimensions, materials, exterior color scheme, and location of such structures shall have been submitted to and approved in writing by Developer, or his duly authorized representative. If the Developer or his duly authorized representative shall fail to approve or disapprove any proposed plans, specifications or locations within thirty (30) days after submission for approval, such plans, specifications, and locations shall be conclusively deemed to have received the approval of the Developer or his duly authorized representative. The Developer shall have the right to reject, or not approve any plans, regardless of such plans meeting the specifications set forth herein, so long as such rejection or non-approval is not arbitrary or capricious. Developer is to be provided with two sets of plans, one of which will be retained by Developer.
2. Overall Planning. The Developer shall have the right to disapprove any plans, specifications, or locations which, in his opinion, are not suitable or desirable for aesthetic or other reasons; and in so passing upon such plans, specifications and locations, he shall have the right to require, at owner's expense, elevation drawings to scale together with topographic recordings of the site related to the road on which the lot fronts and to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built and of the site upon which it is to be erected, the total investment contemplated, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the outlook from adjacent or neighboring properties.
3. Use of Land. (A) The Lots shall be used for private residential purposes only. Not more than one private dwelling house shall be erected or maintained upon

any Lot. Any dwelling house being erected on a Lot shall be completed within 12 months from the date of the pouring of the footings for said dwelling house.

(A) All homes shall have a heated finished living area of at least 2,300 square feet in the main structure, exclusive of open porches, garages, eaves and steps. A minimum of 1,500 square feet shall be on the ground floor, with the remainder in a basement or second story.

(B) No private dwelling house shall be designed, patterned, constructed or maintained to serve for the use of more than one single family, and no dwelling house shall be used as a multiple family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purposes, nor shall any Lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses.

(C) Only quality materials and design will be accepted on any structure built on any Lot and permastone and exposed asbestos shingles are specifically prohibited. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer or stone. Stucco is permissible in the rear of the structure. Exterior vinyl sheathing, except vinyl soffits, shall be prohibited. Cement fiber siding, e.g. Hardiplank, is preferred.

(D) No dwelling house shall be located on any Lot nearer to the front line of said Lot than 25 feet or nearer to any side of said Lot than 10 feet or nearer than 25 feet to any rear Lot line, unless otherwise permitted by the Developer.

(E) Roof lines are to have at least a 7-12 pitch, unless otherwise approved by Developer.

(F) Garages may be attached to the private dwelling house for the sole use of the respective owners or occupants of the Lot upon which such garages are erected. Each dwelling house shall have a minimum of a 2-car (double) garage.

(G) Each dwelling constructed upon a Lot must be served by a driveway, paved with concrete, brick or laid stone with a concrete apron at the street 6' in depth at the street. All lots, upon completion of construction shall have a sidewalk, which sidewalk shall begin 2 feet from the curb and shall be a width of 3 ½ feet and shall be constructed so as to connect to the sidewalk of the adjoining Lots. No washed aggregate type concrete is permitted in the sidewalk area.

(H) All mailboxes are to be rock or brick enclosed. The mailbox enclosure shall be specified and supplied by the builder to be located on said Lot. The homeowner will be charged only for the actual cost of building the brick or stone mailbox enclosure.

(I) No fence which is observable from the public rights of way may be erected or maintained unless same is a living fence or made of black powder coated aluminum or unpainted pressure treated wood and in either event, shall not be permitted to exceed 6 feet in height above the ground from which it derives its support and from which it shall be measured. Any fence erected on any Lot must not be located nearer to the front lot line than the line of the rear elevation of the dwelling house, extended in a direct line to the side lines; and as to corner lots, the same shall not be erected or maintained nearer to the side street line than the side Street elevation of the dwelling house extended in a direct line to the rear lot line.

(J) A bathhouse accessory to a swimming pool or an outbuilding behind the main building must be of similar material as used in the construction of the house. It is subject to review by the architectural committee. The size of such outbuilding shall not exceed 150 square feet and the height shall not exceed 8 feet. Metal outbuildings are specifically prohibited.

(K) All front porch foundations shall be enclosed and shall be of either brick or mountain stone construction.

(L) Landscaping shall be required at the front of the dwelling and the landscaping plan is to be submitted with the plans for approval. Upon completion of the main dwelling, the owners of each lot or tract in this subdivision shall expend for landscaping a minimum of one (1) percent of the total cost of the house and lot. This provision shall apply to any re-construction of any destroyed dwelling. This landscaping shall be completed under the terms of these restrictions: Upon completion of the house, the front and side yards are to be sodded. The back yard shall be seeded with a blended fescue turf grass mix such as REBEL II or comparable. Furthermore, each homeowner shall install at a minimum, shrubs and/or plantings along the front side of the dwelling first.

(M) In order to preserve as much of the natural beauty of the subdivision site as practical, plans for site clearing must be reviewed with the Developer before any clearing begins. No living trees that are greater than 10 inches in diameter and are located beyond 20 feet of the planned location of the residence may be cut without the express permission of the Developer. The intent of this provision is to provide privacy between dwellings and not to restrict backyard usage.

(N) Driveways during construction. Before any construction is begun, a temporary driveway with at least crusher-run stone thereon shall be installed and said drive shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road. After construction is completed, the driveway shall be on concrete with crowning and drainage and shall be installed upon initial occupancy of the dwelling. The owner of each lot,

particularly during construction, shall maintain and keep in good repair the curbing and streets adjacent to said lot, and shall replace and/or repair to the Developer's satisfaction, the curbing and/or the streets that are damaged by himself, his builders, agents or workers. Unless specifically authorized by the Developer, the concrete curbing adjacent to the driveway shall not be removed. The top of the driveway shall be the same height as the top of the concrete curbing where they meet.

(O) All Lots must, from the date of purchase, be maintained by the owner in a neat and orderly condition. Grass is to be cut when needed, as well as leaves, broken limbs and other debris shall be removed when needed. During construction property owners shall remove all debris in a timely manner and shall take all steps necessary to prevent soil and debris from washing on other lots or streets. Should cleaning the street or adjacent lot be required because of failure to take proper precautions, the property owner shall be billed for any expenses incurred.

(P) 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 intent of this paragraph (P) being to prevent the use thereon of a garage, incomplete structure, trailer, tent, outbuilding, or other structure as temporary living quarters before or pending the erection of a permanent building. No structure of a temporary character, including trailers and similar structure, shall be erected or permitted to remain on any Lot except during the period of construction.

(R) Athletic equipment such as but not limited to, basketball backboards, shall not be permitted in any front yard. Children's playground sets constructed of pressure-treated wood, cedar or redwood are preferred. Metal playground sets are permitted as long as they are painted and in good condition. All playground sets shall be located in the rear yard.

(S) Satellite dishes shall not be permitted unless concealed from view from users of any public rights of way and also concealed by hedges, lattice work, or screening acceptable to the Developer so as to be effectively concealed from view from adjacent Lot owners. Television antennas are not permitted.

(T) No vehicles having more than two axles shall come upon or be stored on any Lot except for the purposes of delivery by a commercial enterprise not affiliated in any way with the Lot owner.

(U) There shall be no vegetable gardening carried on at any Lot within view from users of the public rights of way.

(V) All refuse shall be collected in suitable containers which shall be stored, except for days of garbage collection, in areas out of view from users of any public rights of way.

(W) No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(X) No animals, except household pets, shall be kept on said Lots, and such animals shall not be kept or maintained for commercial purposes. All dogs and cats shall be maintained by Lot Owners in a fenced area or on a leash. Animals that cause a continuing disruption to the peace and tranquility of the subdivision shall be deemed a nuisance and shall be dealt with according to the appropriate statues of Hamilton County.

(Y) No clotheslines shall be permitted.

(Z) No exhibition, fair, festival, show or other activity that attracts or is intended to attract, divert or collect a large number of people shall be conducted or allowed on any Lot.

(AA) The Developer shall have the right to alter, change, divide or subdivide any Lot within the subdivision as he, in his sole discretion, may desire. None of the Lots shall be re-subdivided by any other owner thereof but shall remain as shown on the recorded plat except that two or more Lots may be combined as one in which event the set back restrictions shall be construed as pertaining to the side lines of the two or more Lots as combined.

(BB) All Lots are subject to the easements, conditions and obligations for utilities, drainage-and access as shown and imposed on the plat of Dream Catcher Subdivision, which is of record in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, said Register's office.

(CC) Whether expressly stated so or not, in any deed conveying any one or more of said Lots, each conveyance shall be subject to these restrictive covenants and existing governmental zoning and subdivision ordinances or regulations in effect thereon.

(DD) In the event of violation of set-back lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by Developer. Further, Developer reserves the right and privilege to waive minor violations of these Restrictive Covenants when the same do not, in his judgment, materially adversely affect the purposes sought to be attained by these Restrictive Covenants, and providing further that the same shall not be in violation of any zoning applicable thereto, or that variance from the proper zoning authorities as to any such zoning violation shall have also been obtained.

(EE) Upon recording of any deed in the Register's Office of Hamilton County, Tennessee, conveying title to any Lot in the Subdivision, the grantee/purchaser thereof shall assume all responsibilities and obligations to abide by and conform to any local, state or federal requirements, ordinances, rules and/or regulations as to storm water or surface water run-off. All expense associated or imposed by such requirements, ordinances, rules and/or regulations shall be paid by said grantee/purchaser, and not by the Developer.

4. Severability; Non-waiver of Covenants and Restrictions. In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions shall be construed by judgment or decree of any court of record to be invalid, such action shall in no way affect any of the other provisions, which shall remain in full force and effect, the Developer hereby declaring that said covenants and restrictions are not interdependent but severable, and any one would have been adopted even without the others. Failure to enforce any covenant or restriction herein as to any particular Lot shall not constitute a waiver of the right to enforce such covenant or restriction as to such Lot until the expiration of 6 years from the date of breach thereof. Failure to enforce any covenant or restriction herein as to one Lot shall not constitute a waiver of the right to enforce such covenant or restriction as to any other Lot covered by these covenants and restrictions.
5. Application Only to Stated Lots. It is expressly stipulated that the covenants and restrictions set forth in this instrument apply solely to the herein listed Lots, and are not intended to apply to any other lots, tracts, or parcels of land in the area or vicinity, owner or developed by Developer.
6. Application Cumulative in Nature. The covenants and restrictions in this instrument shall be deemed cumulative in nature as to any other instrument, law, zoning ordinance, or other instrument having the force of law and binding the owners of any Lot to any other covenants or restriction on the use of any Lot. To the extent any other document, law, zoning ordinance or other instrument shall be inconsistent with these covenants and restrictions, the more restrictive provision shall prevail.
7. Homeowners Association. The Association will be constituted after the owner has transferred title to at least 66% of the 57 Lots provided a majority of Lot owners desire to form the association. If approval by the majority is not obtained, then the homeowners association will not be constituted until and unless such a majority votes for approval to constitute. Every owner of a Lot shall be a member of the Association. Each owner shall be entitled to attend, participate, and vote in all meetings of the Association. Each owner shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall constitute one (1) owner. All decisions of the Association

shall be decided by a majority of the votes represented at any meeting at which a quorum is in attendance.

The purpose of the Association is to carry out the terms of these covenants, to adopt such rules and regulations as may be appropriate, to set and collect assessments, and to do and perform any and all other things, matters, or acts required by or permitted by the owners or the laws of the State of Tennessee which are necessary and desirable to carry out the purposes and intentions expressed herein.

The annual meeting of the Association shall be held at 1:00 p.m. on the first Saturday in April of each year in Hamilton County, Tennessee, unless otherwise agreed to by a Majority in Interest, for the purpose of adopting a budget and determining an assessment for the following year, and of transacting any other business authorizes to be transacted. Special meetings of the Association shall be called by the Chairman or by written request of any five (5) or more of the Lot owners.

In addition to the rights, powers, and duties conferred upon the Association by the covenants and laws of the State of Tennessee, the association shall have the following additional and cumulative rights, powers, and duties:

- (a) To hold title and possession to funds and property, including the maintenance funds and other assessments, and including title to any part of the property, as trustee for the use and benefit of the owners;
- (b) To make and collect maintenance fund assessments against owners to defray the costs of the Association, including without limitation, all costs and expenses of carrying out the provisions of the Declaration, and of engaging all necessary services and employees therefore; and if necessary the filing of liens against owners to collect delinquent assessments;
- (c) To oversee the maintenance, repair, replacement, operation and administration of the property, as provided herein, and other matters covered by the Declaration;
- (d) To make and amend reasonable regulations for the use of the property;
- (e) To enforce the provisions of the Declaration and the rules and regulations for the use of the property;
- (f) To carry insurance for the protection of owners against casualty and liabilities for common areas;
- (g) To pay the cost of any power, water, sewer, and other utility services rendered to the Association and not billed to individual Lots;
- (h) To employ personnel to perform the services required for proper administration of the Association, including, without limitation, auditors, attorneys, bookkeepers, and managers;
- (i) To incorporate the Association if found to be desirable.

8. Binding Effect of Covenants and Restrictions. Each and every one of the aforesaid covenants and restrictions shall attach and run with each and every one of the said Lots 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 until June 1, 2025, and shall be extended automatically to apply to each of said Lots for successive periods of 10 years unless by action of a minimum of 66% (2/3rds) of the then Owners of the Lots, it is agreed to change said covenants and restrictions in whole or in part, provided further that the instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee. Neither the Developer nor any party or parties claiming under him shall or will convey, devise, or demise any or either of said Lots or any part of same, except as being subject to the said covenants and restrictions, and the obligation to observe and perform the same. The said covenants and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or restrictions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.
9. Easements. Developer reserves for himself, his heirs and assigns, a permanent easement under, along and over the easements as shown on the master plan of the development for carrying of utilities, water or sewage and for the necessary maintenance of such facilities. Nothing shall be done on any Lot that interferes with the natural drainage of surface water and which results in injury to other property. All maintenance and upkeep of drainage facilities are the responsibility of the owners of the subdivision until the association takes complete control of the subdivision.
10. Sanitation. Before any dwelling house shall be occupied, the dwelling house shall be connected to a public sewer.
11. Right to Abate Violations. If any Owner at any time violates or attempts to violate any of the covenants or restrictions as provided herein, the Developer or any other owner may bring proceedings at law or in equity against the Owner violating or attempting to violate to prevent such Owner from so doing and the Developer or other Owner may recover damages incident to such violations, including Developer's or such Owner's reasonable attorney fees and court costs in prosecuting suit.
12. Right to Enforce. The provisions herein contained shall inure to the benefit of and be enforceable by: (a) Developer, his heirs and assigns; (b) the grantees in deeds conveying Lots in said Subdivision, their respective heirs, executors, administrators, successors and assigns.
13. Right to Assign. Any or all of the rights, powers, duties, and obligations which are herein assumed by or reserved or given to the Developer may be assigned and transferred to a homeowner's association at such time as the developer shall



determine. Upon such assignment or transfer, the assignor or transferor and his heirs and assigns, or the Developer shall thereupon be released from all rights, powers, duties and obligations, implied or otherwise, reserved or given to and assumed by the Developer in this instrument.

- 14. Signs on Lots. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than 3 feet in height advertising the property for sale, or signs used by Developer to advertise the property during the construction or sales period.
- 15. Interpretation. The provisions of these covenants and restrictions shall be liberally construed to effectuate their purpose and intent.
- 16. Effective Date. These covenants and restrictions shall become effective upon its recording in the Register's Office of Hamilton County, Tennessee.

Witness my hand this 11<sup>th</sup> day of July, 2007.

*Rich Furdy*  
*Susan Furdy*  
RSF Investments LLC

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 11<sup>th</sup> day of July, 2007, before me personally appeared RSF Investments LLC to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of himself, acknowledged that he executed the same as his free act and deed.



and Notarial Seal.

*Michelle Kincaid*  
Notary Public

My commission expires My Commission Expires February 12, 2011