

RESTRICTIONS ON OAKLEIGH SUBDIVISION
LOTS 1-35

Terry W. Wall, hereby declaring he is the lawful owner in fee simple of all lots in Oakleigh Subdivision, as shown on plat of record in Plat Book P3 79, Page 112 in the Registers 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 all lots are for residential purpose only.
- 2) That only single, one family dwellings or attached building(s) 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 intent of this Paragraph "3" being to prevent the use thereon, of a garage, incomplete structure, trailer, tent or other structures 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 the period in which the subdivision is considered active with respect to construction and the sale of new homes.
- 4) *Terry W. Wall* reserves the right to approve or disapprove all house plans and plot plans.
- 5) All boats and campers or dual wheel trucks 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 can be occupied until completion.
- 9) The dwelling erected upon a lot must have a livable floor area of at least 1400 feet. The above livable areas are exclusive of open porches, garages, carports and basements.
- 10) That no building shall be located on any one of the said residential building lots nearer than 25 feet to the front line of the street bounding same, or nearer than 10 feet to any side line or nearer than 20 feet to any side street line. For the purposes of these Covenants, stoops and open porches shall not be considered as a part of the dwelling.
- 11) No utility or storage building or trailer shall be kept on any lot except under a rear deck of the residence or within the garage.
- 12) No chain link fence shall be erected or maintained on any lot. Fences constructed of redwood, cedar or other wooden material shall not be erected or maintained nearer than 60 feet to the front lot line, or lot line to any side street, and shall not exceed five (5) feet in height unless approved by Developer.

- 13) That no more than one dwelling shall be erected on any one of said lots, and any building on the premises shall be finished on the front and sides with brick or stone. There shall be no exposed concrete blocks and stucco finish shall be permitted only on the rear elevation of a residence. All corner lots shall have brick or stone front and sides. All exterior siding must be 8 inch masonite or vinyl siding or a variance approved by the Developer.
- 14) No roof pitch shall be less than 7/12 unless approved by the Developer in writing.
- 15) Any satellite dish or similar device must be located in the rear yard but only with written permission of the Developer.
- 16) All mailboxes and post must be approved by the Developer. All homes will have letter boxes specified by the Developer.
- 17) No laundry shall be hung outside from any type of device for such purposes or hung on any porch or deck railing.
- 18) All homes shall have white windows and trim unless approved by the Developer.
- 19) If practical, all front windows on residences shall have shutters unless otherwise approved by the Developer.
- 20) All garages must enter from the side unless approved by the Developer or in the case of a two-story or one-half story with attached garage may have a front entrance. If a side entrance encroaches on the field-line easement area, a front entrance is permitted.
- 21) There shall be no detached garages, outbuildings, or servants quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus, a bathhouse will not have to be connected or attached to the dwelling, however such a structure shall not be included on complying with any minimum square footage requirements as set forth in Paragraph "9".
- 22) Any pool construction or exterior construction, other than maintenance, must be approved by the Developer.
- 23) Any pool, above or below ground, must be enclosed by five (5) foot wooden non-climbable fence.
- 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 on 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 owner.
- 25) That no one said residential lot shall be re-subdivided without the prior written, recorded consent of the Developer.
- 26) That no fowls, horses, mules, burros, cattle, sheep, goat, swine or any other like 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 shall be leashed and not allowed to run free.
- 28) That for the purpose of property improvements, as long as it retains record ownership in any lot in the subdivision, *Terry W. Wall* reserves the right to grant waivers from these restrictive covenants.

Said waiver must be in writing and recorded in the Register's Office of Hamilton County, Tennessee. Any waiver executed by him would be conclusive proof that the waiver would not materially effect the purposes sought thereby, by the Developer. Other owners of lots in the subdivision shall not be entitled to bring suit to enforce the compliance of the original restrictions, where a waiver has been given by the Developer, unless it is a violation of the owner, entitling the owner to damages from the Developer for any waivers granted by him.

- 29) No commercial, 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 or nuisance to the neighborhood.
- 33) There shall be retained along all rear lot lines a ten (10) foot natural vegetation buffer.

In the event that for any reason any one or more of the foregoing protective covenants and restrictions be constructed by judgment 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 without the others.

Each and every one of the aforesaid covenants, conditions and reservations shall attach to and run with each an every one of the said lots of land and all titles to and estates therein shall be subject thereto the conditions in Paragraphs: 1:33 herein, and 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 *Terry W. Wall* or other person or persons owning a lot or lots in said development or subdivision to prosecute and 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 *Terry W. Wall* and either to prevent him or them from so doing or to recover damages or other dues, for such violation, and court costs and reasonable attorney's fees shall constitute liquidated damages.

WITNESS my Hand this _____ day of _____, 2005.

TERRY W. WALL