

Prepared By

First American Title  
6066 Shelby Road  
Chatt TN 37421

**RESTRICTIVE COVENANTS  
FOR  
THE NARROWS**

Instrument: 2003061700156  
Book and Page: GI 6718 1  
Data Processing F \$2.00  
Misc Recording Fe \$25.00  
Total Fees: \$27.00  
User: TFREUDENBERG  
Date: 17-JUN-2003  
Time: 10:33:15 A  
Contact: Pam Hurst, Register  
Hamilton County Tennessee

Hart Construction, G.P., represented by General Partners Robert C. Hart, Jr., and E. Gail Hart (hereinafter referred to as "DEVELOPER"), declaring that they are the lawful owners in fee simple of all lots in "The Narrows Subdivision" as shown by plat of record in Plat Book      ✓, Page      ✓, 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 ownership, trust or assigns and the protection of future owners of any one or more said lots, does hereby impose upon all of said lots, the following restrictive covenants, which shall run with the land, to wit:

1. That lots are for residential purposes only.
2. That only single, one family dwellings or attached buildings 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.
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 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 or residence shall at any time be place or maintained on the premises. The sole exception to this rule is that the Developer may place a temporary trailer on the premises that shall serve as a sales office until subdivision development is completed.
4. Developer reserves the right to approve or disapprove all house plans, structural details, exterior cosmetic details and fence types as to style, material and color.
5. No boats and campers or dual wheel trucks shall be parked on the property. Cars can only park on the street periodically.
6. All driveways must be of concrete.
7. New construction must be completed within twelve (12) months. No dwelling may be occupied until completed.
8. There is a minimum square footage requirement of 1,000 square feet of living space. This 1,000 square feet is exclusive of porches and garages.

4720081

File First Amer

15

9. No chain link fence shall be erected or maintained on any lot. Builder will be required to erect a privacy fence at the rear of each house. All plans for fences and materials for construction of said fences must have prior written approval of Developer.
10. All mailboxes will be furnished by the Developer and each will have a lamp post. No alternate mailbox of any other type will be allowed.
11. All sidewalks shall be installed by builder before completion of the home. Said sidewalks shall be 40 inches in width.
12. All lawns of said lots shall be planted with sod on all sides.
13. All garages must be finished. Garages are not required on smaller lots.
14. That no more than one dwelling shall be erected on any one of said lots. There shall be no exposed concrete blocks and no stucco finish shall be permitted.
15. All roofing shingles must be architectural or dimensional. All shingles shall be Owens Corning Pro 30, Estate Gray in color, they are to be used at the time of construction, and in the future if shingles are replaced.
16. Vinyl siding and brick exteriors only. Masonite siding not permitted. Windows shall be vinyl clad, no aluminum windows permitted.
17. All homes must be equipped with an alarm system.
18. There shall be no detached garages or outbuildings.
19. All of said lots 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 an owner of a lot in said subdivision fails at his own volition to maintain his lot in a neat and orderly condition, a representative of the Home Owner's Association may enter upon such lot with liability, and proceed to put said lot into an orderly condition, billing the cost of said work to the owners.
20. That no one of said residential lots shall be resubdivided without the prior written consent of the developer.
21. That no fowls, horses, mules, burrows, cattle, sheep, goats, swine or any other like animals shall be allowed upon any portion of the premises.
22. That, for the purpose of property improvement, as long as it retains record ownership in any lot in the subdivision, Developer 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 purpose 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 entitled to damages from the Developer for any waivers granted by it.

23. Developer shall establish and control a non-profit entity for the benefit of all homeowners in The Narrows Subdivision to be known as "The Narrows Homeowner's Association". Developer shall maintain control of said association until all homes on all lots in said subdivision are complete. At such time as all homes on all lots in subdivision are complete, Developer shall transfer and set over control of The Narrows Homeowner's Association to the residents of said subdivision so that said residents may elect officers and establish by-laws.
24. Until such time as said The Narrows Homeowner's Association is duly formed, organized, established and rules, regulations and by-laws of said association are drafted, approved by the members of said association and place in record, Developer shall act in lieu of said association for the purpose of imposing an association dues of \$100.00 per owner, per lot. Said association dues to be due and payable on June 1 of each year following the purchase of lot(s) in The Narrows Subdivision. Any association dues not paid by June 1 following the year of purchase and each ensuing year by June 1 shall constitute a lien on the appropriate lot and the improvements thereon. The \$100.00 dues amount may be subject to change at the directive of The Narrows Homeowner's Association upon the transfer of control from Developer to said association.
25. 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.

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 in no way effect the other provisions, which shall remain in 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 everyone of the aforesaid covenants, conditions and reservations shall attach to and run with each and every one of the said lots of land and all titles to, and estates therein shall be subject thereto the conditions in Paragraphs 1-25 herein, and the same shall be binding upon each and every owner and occupant of the same for a period of fifty years from the date hereof. It shall be lawful for Robert C. Hart, Jr., or

E. Gail Hart or other person or persons owning a lot or lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions and or modified by Developer, and either to prevent him or them from doing so or to recover damages or other dues for such violation and court costs and reasonable attorney's fees shall constitute liquidated damages.

We, Robert C. Hart, Jr., and E. Gail Hart do hereby join in this instrument for the purpose of placing said restrictions against The Narrows Subdivison.

WITNESS my hand this 16 day of June, 2003.

[Handwritten Signature]

E. Gail Hart

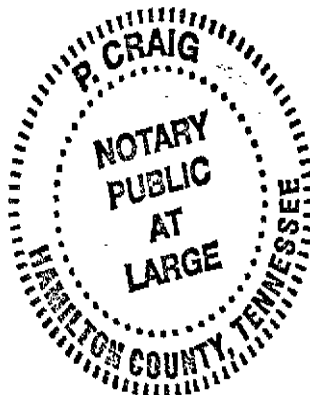
STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 10<sup>th</sup> day of June, 2003, before me personally appeared Robert C. Hart, Jr., with whom I am personally acquainted, and who upon oath acknowledged himself to be a general partner of Hart Construction, G.P., the within-named bargainor, and that he, as such officer being authorized to do so, signed his name and executed the within instrument for the purposes therein contained.

[Handwritten Signature]  
NOTARY PUBLIC

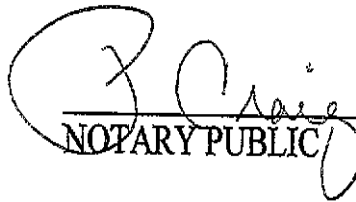
My Commission Expires:

08/06/05



STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 10<sup>th</sup> day of June, 2003, before me personally appeared E. Gail Hart, with whom I am personally acquainted, and who upon oath acknowledged herself to be a general partner of Hart Construction, G.P., the within named bargainor, and that she, as such officer being authorized to do so, signed her name and executed the within instrument for the purposes therein contained.

  
NOTARY PUBLIC

My Commission Expires:

08/06/05

