

RESTRICTIVE COVENANTS ON FLAGSTONE SUBDIVISION, UNIT NINE

I, C. B. Harbour, III, hereinafter called "developer", am fee simple owner of a tract of land in the Third Civil District of Hamilton County, Tennessee which is known as Flagstone Subdivision, Unit Nine (9), a plat of which is recorded in Plat Book 50, page 65, in the Register's Office of Hamilton County, Tennessee. To promote the orderly growth of a residential subdivision and to protect future owners of lots in the subdivision, I do hereby restrict the same according to use and development. The restrictions herein set out shall be binding upon all lots in the subdivision and applicable to all future owners of the same.

(a) All lots and tracts shall be for residential purposes and no other structure other than one single family dwelling, along with the customary appurtenant structures which will have the same appearance as the main house shall be allowed to remain on the premises.

(b) No structure shall be located nearer than twenty-five (25) feet from the street which it faces or nearer than ten (10) feet from any side line, due care being taken that no house shall unnecessarily impede the view from another existing structure.

(c) No sheep, goats, fowl, swine, or like animals shall be permitted to roam or remain on the premises excepting the usual domestic pets, also, the commercial breeding of domestic animals is expressly forbidden on the premises.

(d) There shall be no noxious or offensive trade or activity creating a nuisance by noise, odor or otherwise.

(e) There shall be no tent, shack, basement, trailer or other temporary dwelling. No home shall be occupied until it is completed. Further, a one (1) year construction period is allowed for completion of any dwelling and the owners of vacant lots shall keep the same free of rubbish, and anyone violating the above provisions shall be liable for damages in the amount of fifteen (\$15.00) Dollars per day, payable to developer.

(f) No hedge, fence or like obstruction in excess of six (6) feet shall be allowed and none whatsoever on front property lines. Approval from the developer will be required.

(g) No structure of less than fifteen hundred (1500) square feet of heated floor space shall be erected with the stipulation that the developer may grant up to a ten (10) per cent variance. Any One and one-half (1-1/2) or Two (2) story structure shall have not less than seventeen hundred (1700) square feet of heated floor space.

(h) All concrete block on the front three (3) sides and on all corner lots all sides shall be covered with brick, stone, or an approved veneer stone, Permastone, asbestos, and the like being expressly forbidden.

(i) There will be no resubdivision of any lot or change of any lot lines, except by the developer, excepting that two (2) or more lots may be combined to form one plot, and no lot shall be used as access or right of way to another tract or any adjoining property of any kind. This will apply also to any roads rights of way or community lots wheter public, private or jointly owned, except by the developer.

(j) No dwelling may be occupied until a sewage disposal system is approved by the appropriate governmental authority.

(k) Due notice is hereby given that the developer intend to develop adjoining tracts from access points within said tract and these covenants shall not be construed to be applicable to areas other than specifically mentioned herein.

(l) All driveway cut-ins from the main street shall be approved prior to construction and driveways shall be of concrete or asphalt.

(m) No roof pitch less than 5/12 shall be approved and no twelve (12) inch lap siding shall be approved.

(n) No fences in front of the rear line of the house shall be permitted.

(o) No outside storage building shall be permitted unless attached to the main dwelling of like construction.

(p) There are reserved five (5) feet drainage and utility easements along the side and rear lines of each lot in addition to those that may be shown on the plat of record.

(q) The restrictions shall be in full force and effect for a thirty (30) year period from date and thereafter for successive ten (10) year period, unless a majority of lot owners vote at the end of such period to terminate or amend said restrictions.

(r) No trucks larger than a regular size pickup will be allowed to park on any said lot or adjoining streets.; no inoperative junk cars or trucks or any other vehicles will be kept or parked on any of said lots.

(s) No outside clothes lines of any kind will be permitted on any lot.

(t) Any improvements after completion of dwelling such as remodeling will be completed within six (6) months from date started or fall under the same penalty as Section E.

(u) In the event one or more of these restrictive provisions shall be invalidated by a court of law all other provisions of this instrument shall remain in full force and effect.

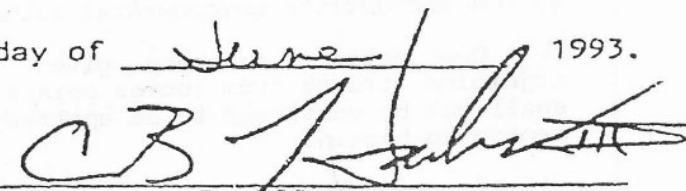
(v) All house plans shall be submitted to developer and approved in writing prior to construction. There shall be shown all exterior elevations. If a period- of 30 days lapses it will be understood that they are approved. There will be no liability of any kind accepted with this approval.

(w) The right is reserved by the developer to amend, correct, or clarify any of the above restrictions in whole or in part, and to grant individual waivers to succeeding owners. The developer may assign these restrictions in full or part at any time,

(x) No signs except a "For Sale" sign will be placed on any lot or roadway except county signs or developers promotional signs. The "For Sale" signs will not exceed 9 square feet.

(y) Each and every one of the above stated restrictions shall run with the land and anyone violating or attempting to violate the same shall be subject to prosecution by law, and such damages as may accrue, and resonable attorney fees to be paid by anyone that violates said restrictions.

Witness my hand this the 30 th day of June 1993.


C. B. R. III