

This instrument prepared by: ^{MA-1} Jack Nichols
1919 Stonegate Dr.
Paris, TN. 38242

RECEIVED

OCT 8 1998

TIME: 4:10 p.m.

THE
TENNESSEAN
Phase I Subdivision
Plat Cabinet C, Slide 196

COVENANTS, USES AND RESTRICTIONS

1.01 Application

It is expressly stipulated that the Restrictive Covenants and Conditions set forth in the following articles, apply solely to the Property described as The Tennessean, Phase I Subdivision, and with lots as detailed on drawing #L-509 dated September 1, 1998, which Property is intended for use as a single-family residential Lots only. These Restrictive Covenants and Conditions are not intended to apply to any other lots, tracts or parcels of land in the area or vicinity, owned by the Developer. Specifically, the Developer, its successors or assigns, reserves the right to use or convey such other lots, tracts and parcels with different restrictions.

1.02 Residential Use

- A. 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.
- B. "Residential", refers to a mode of occupancy, as used in contradistinction to "business" or "commercial" or "mercantile" activity and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant Lots as well as to building constructed thereon.
- C. No Lot may be used as a means of service to business establishment 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 Developer.

1.03 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.

1.04 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. Nothing contained herein shall prohibit the Developer from permitting, maintaining, or operating concessions or vending machines on the Common Properties.

1.05 Renting or Leasing

No Dwelling Unit may be rented or leased for period of time that is less than twelve (12) months.

1.06 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 shall be final. The minimum number of square feet required may vary from phase to phase. The minimum number of square feet required for Phase I is as follows:

Phase I

A single-level home shall contain not less than 2,000 square feet,

A split-level home shall contain not less than 2,200 square feet; and

A two-level home shall contain not less than 2,400 square feet.

1.07 Set-Backs

No building shall be erected on any Lot nearer than thirty-five (35) feet to the front Lot line, twenty (20) feet from the rear Lot line and fifteen (15) feet from the side Lot lines, unless the side Lot line fronts on a street, in which case no building shall be erected nearer than twenty-five (25) feet to such side Lot line. 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 for a variance from such set-back requirements. If the Developer grants such petition, the Developer will not oppose such Owner's attempt to obtain a variance from applicable zoning laws and regulations.

1.08 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, 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 of original Lots purchased. Except as provided in Section 1.40, Lots may not be re-subdivided so as to create a smaller area than originally deeded to a Lot Owner and as shown on the subdivision plat.

1.09 Developer Reserve Right

Notwithstanding any other provision herein to the contrary, the Developer reserves unto itself, its successors and assigns, the following rights, privileges and powers: to combine Lots or parts of Lots, to rearrange boundaries of Lots, to cause any part of any Lot to become a part to the common Properties, and to cause portions of Common Property Lots to become a part of any of the Lots bordering them.

1.10 Temporary Structures

No part of any Lot shall be used for residential purposes until a completed Dwelling Unit, conforming fully to the provision 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 erections 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 the Declaration shall prevent the Developer of 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 the 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.

1.11 Utility Easement

A perpetual easement of five (5) feet is reserved on each side of the side Lot line 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.

1.12 Sewage Disposal

Before the initiation of construction of any Dwelling Unit on a Lot, the location of the house, other structures and plans for the sub-surface sewage disposal systems shall be approved by the appropriate Division of Ground Water Protection personnel.

1.13 Building Requirements

- A. All Buildings or structures of any kind constructed on any Lot shall have full masonry foundations, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level.
- B. The entire exterior sides of each Dwelling Unit must be covered with stone, brick, Dryvit, solid wood or combination thereof. All brick shall be genuine full size or larger brick, properly laid in mortar forming a 4" minimum thick wall. No glued on or synthetic brick is permitted. All stone shall be normal full sized forming a 4" thick wall. No glued on or synthetic stone will be permitted. No exterior shall be of aluminum siding or other artificial or synthetic siding. Any other materials must be approved in writing by the Developer.
- C. All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, or Dryvit to complement the house
- D. All sheet metal work (roof caps, flashes, vents, chimney caps) must be painted to match the roof.
- E. Gutters and downspouts must be painted in approved colors.
- F. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the Developer may make exceptions to the placement of such roof stacks and plumbing vents.
- G. No above ground level swimming pools permitted.
- H. Dwelling Unit rear exteriors that face Common Property, another Lot, or street, shall have the finish of the rear exterior the same as the front and side exteriors thereof, and rear exterior must be designed to be architecturally compatible with the front of the Dwelling Unit.

1.14 Frontal Appearance

All Dwelling Units shall have conventional and acceptable frontal appearance from the main street fronting of said lots.

1.15 Quality of Building Materials

Only good quality materials and design will be accepted on any structure built on any Lot. PermaStone and 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, stone or other material acceptable to the Developer.

1.16 Exterior Siding

All exterior siding must be approved in writing by the Developer.

1.17 Windows and Doors

All windows and related trim shall be of wood or wood clad construction. Materials to be used in window and glass doors must be approved by the Developer. Vinyl windows are not permitted, nor are aluminum awnings permitted.

1.18 Roofs

Roof pitches must be a minimum of 10/12, unless otherwise approved by the Developer. All roofs must be of good quality materials, 30 years or better dimensional shingles, shakes or slate, unless otherwise approved in writing by the Developer. No residence shall be constructed with a straight line roof.

1.19 Fireplaces

All fireplace inserts must be capped with a shroud at the point where the flue reaches the top of the chimney.

1.20 Chimneys

Chimneys shall be specifically approved on an individual basis by the Developer..

1.21 Decks and Porches

All exterior wood decks which face Common Property, another Lot or street, must be painted, stained or treated with a water repellant. Front porches must be constructed of brick, stone or other approved material in accordance with the requirements of the Developer. Front porches requiring handrails shall be constructed of wrought iron or solid wood. Side porch material shall be consistent with that of front porches with railing of either wrought iron or wood.

1.22 Mailboxes, Outside Lighting & Other Post Structures

All mailboxes will be of the same design and selected by the Developer. Outside lighting and other post structures to be approved by Developer.

1.23 No Detached Buildings

There shall be no detached garages, outbuilding or servants quarters, without the prior written consent of the Developer.

1.24 Garages

Each Dwelling Unit shall have at least a full size double-car garage constructed at the same time as the Dwelling Unit. Detached garages will be allowed only with written approval from the Developer. No carports will be permitted. No garage door may face the street upon which the Dwelling Unit fronts, provided, however, that for good cause shown, an Owner may petition the Developer for a variance from such garage requirements. The inside walls of garage must be finished. Garage doors should stay closed when not in use.

1.34 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.

1.35 Lawn Care

All unimproved Lots and all improved Lots must be kept neat at all times.

1.36 Permitted Entrances for Property Maintenance

In order to implement and effect insect, reptile and woods fire control, and to maintain unsightly Lots, the Developer, or their respective agents, may enter upon any Lot on which a Dwelling Unit has not been constructed, 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 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 may 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 to mow, clear, cut or prune any Lots or to provide garbage or trash removal service. 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.

1.37 Unsightly Conditions

All of the Lots in the Development 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, 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 the Development fails, of his own volition, to maintain his Lot in a neat and orderly condition, Developer, 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 fifty percent (250%) of the cost of such work.

1.38 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 establishing that the overall purpose of these Restrictive Covenants would be best effected by allowing such a variation. Variations to this section are to be strictly construed and the allowance of a variance by the Developer shall not be deemed to be a waiver of the binding effect of this section upon all other owners.

1.39 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. No thing, substance, material or activity that will emit fowl or obnoxious odors, shall be allowed or kept upon any lot. Nor shall any thing, substance, material or activity be allowed or kept upon any lot that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Specifically prohibited, but without limitation thereto, is the keeping of any motor vehicle, including cars, trucks and motorcycles, designed, intended or actually used for the off-road purposes of track racing, dirt-bike riding, moto-cross racing, or the like. This prohibition is specifically intended to prohibit dirt-bikes, race cars and trucks and loud motorcycles. This prohibition is not intended to prohibit factory standard on and off road four-wheel drive recreational vehicles.

1.40 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. The maximum total number of pets allowed is three (3). Pet owners shall not allow pets to roam unattended. The pet owners shall also muzzle any pet that consistently barks. If the barking persists, the pet owner shall have the pet removed from the Development. If the pet owner refuses, it shall be deemed and "Offensive Activity". No "Pit Bull" or "Pit Bull mixed breed", will be allowed.

1.41 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 signs must be in a form approved by the Developer.

1.42 Playground Equipment

Basketball goals may be permanently installed. Developer must approve other sports and play equipment when placed in use on the outside of a residence. No metal playground equipment (swing set) is permitted. Other portable sports equipment is allowed; however, it must be stored out of site when not in use.

1.43 Antennas and Satellite Dishes

No television antenna, 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 within the Development without the prior written consent of the Developer; nor shall radio, television signals, or any other form of electromagnetic radiation be permitted to originate from any Lot which may cause unreasonable interference with the reception of television or radio signals upon any other of such properties. Notwithstanding the foregoing, the provisions for 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. Satellite dishes must be 36", or less, in diameter.

1.44 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 not be an offensive, obnoxious activity, constituting a nuisance.

1.45 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.

1.46 Tanks and Garbage Receptacles

No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within 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.

1.47 Water Supply

No individual water supply systems, including wells, shall be permitted.

1.48 Utilities

All utilities servicing the residence shall be placed underground, and at no time shall utilities be above ground.

1.49 Laundry

No Owner, guest, or tenant, shall hang laundry 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 a balcony or terrace railing. The Developer may however, temporarily waive this provision during a period of severe energy shortages, or other conditions where enforcement of this section would create a hardship.

1.50 Vehicle Parking

Cars owned by Lot Owners 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.

1.51 No Waterway Use

No boat of any kind shall be permitted upon, nor shall any swimming be permitted in, any pond on the Common Properties. No garbage, trash, or other refuse shall be dumped into any pond on the Common Properties. Owners will be assessed a \$500.00 fine for each violation of this provision in addition to assessments for the cost of removal.

1.52 Occupancy Before Completion

Except with the written consent of the Developer 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 footing 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. The Owner of any Lot violating either of these provisions shall be liable to the Developer for liquidated damages at the rate of Fifty and No/100 Dollars (\$50.00) per day the violations occur, and to payment of such court costs and attorney's fees as may be incurred in the enforcement of these provisions. In the event construction does not progress continuously, the liquidated damages shall commence ten (10) days after notice from the Developer if construction is not resumed within said ten (10) days.

1.52 Homeowner's Association

If at anytime the owners of a majority Subdivision (more than 50%) of lots (Developer excluded) of The Tennessean Phase I desire to establish a Homeowner's Association, for the purpose of establishing and maintaining general planting and landscaping and providing for the common good of all owners of lots within The Tennessean Phase I Subdivision, or any other purpose customary for subdivision homeowner's associations, such desire shall be expressed in a written petition calling for the establishment of a Homeowner's Association for The Tennessean Phase I Subdivision. This petition shall contain the terms of the by-laws of the proposed Homeowner's Association, and be signed by more than 50% of the owners of lots of The Tennessean Phase I Subdivision (with each lot representing one vote). Then there shall be established, as a non-profit corporation organized under the laws of the State of Tennessee, a Homeowner's Association to be known as The Tennessean Phase I Subdivision Homeowner's Association, or such other name as the owners of the lots may, by vote, agree upon. Each and every lot owner in the Tennessean Phase I Subdivision, in accepting a deed for any lot in The Tennessean Phase I Subdivision, agrees to and shall be a member of such Homeowner's Association, shall be subject to the obligations and duly enacted by-laws and rules of the Homeowner's Association, and shall pay annually or monthly, as the Association determines is necessary, his or her pro-rata share of the cost or carrying out the purposes of the Homeowner's Association. This pro-rata share shall be an assessment which may become a lien upon the property of the owners of the lots within The Tennessean Phase I Subdivision if so provided in the by-laws of the Homeowner's Association. The Developer shall automatically become a member of the Homeowner's Association in the event one is established. No fees or assessments shall be levied against or be required of the Developer in becoming member of the Association. The Developer of the subdivision shall be entitled to exercise absolute veto power at any time and for any reason until ownership in all lots in The Tennessean Phase I Subdivision has been relinquished. At that time the Developer membership shall cease to exist in the Association.

1.53 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, its successors or assigns, including all parties hereinafter becoming Owners of any one or more of the Lots to which provisions of the 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 attorney's fees incidental to any such proceeding, which cost, and fees shall constitute liquidated damages. In the event of a violation of setback lines, side, rear or front, which may be minor in character, a waiver thereof may be made by the Developer. Further, the Developer may grant variances of the restrictions set forth in these Restrictive Covenants if such variances do not, in the sole discretion of the Developer, 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, it shall not be incumbent upon the Developer 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.

1.54 Severability:

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

EAGLE VALLEY LAND, LP

By: Jack Nichols

STATE OF TENNESSEE)

COUNTY OF HENRY)

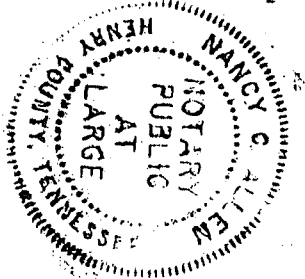
Before me, the undersigned Notary Public, in and for the State and County aforesaid, duly commissioned, qualified and acting personally appeared,

JACK NICHOLS, with whom I am personally acquainted, and who, upon
(Name)
oath, acknowledged himself to be PARTNER of EAGLE VALLEY LAND, LP,
(Title)
a foregoing instrument for the purpose therein contained by signing the name of
the corporation by himself as PARTNER.
(Title)

WITNESS, my hand and official seal of office at Paris, in Henry County,
Tennessee, this the 8th day of October, 1998.

Jack Nichols

My Commission Expires: 6-20-2000



Nancy Allen

STATE OF TENNESSEE, HENRY COUNTY

The foregoing instrument and certificate were noted in Note
Book 13 Page 21 at 4:30 o'clock P. M. 10/8/98
and recorded in Deed Book 261 Page 234-243

State Tax Paid \$ — Fee — Recording Fee 42 Total \$ 42.00

Witness My Hand.

Receipt No. 7807

Alice S. White

Register