

RESTRICTIVE COVENANTS FOR
CLIFT MILL VILLAGE - PHASE I

National Title Insurance Agency hereby declaring they are the lawful owners in fee simple of all lots of Clift Mill Village, as shown on plat of record in Plat Book 74, page 135, 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 trust or assigns, and the protection of future owners of any one or more of said lots, does hereby impose upon Lots 1 through 4, and 7 through 12, the following Restrictive Covenants which shall run with the land of a period of thirty years, to wit:

1. The lots shall be used for private single-family residential purposes only.
2. No dwelling house shall be erected or permitted to remain on any lot in the subdivision unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screened porches garages, eaves, steps, and basements (whether finished or not), set forth below:
 - (A) All one level residences to be a minimum of 1,350 square feet.
 - (B) All other style residences to be a minimum of 1,600 square feet.
 - (C) All dwellings shall have either an attached or basement garage for no less than two cars.
 - (D) There shall be no exposed concrete blocks on any building located on any of said lots. A minimum of a stucco finish shall be applied to all concrete block areas.
 - (E) No roof pitch shall be less than 7/12, unless approved by Developer in writing.
3. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 20 feet to any side street line, or nearer than 10 feet to any interior lot line.
4. No sign of any kind shall be displayed to the public view on any lot except a professionally lettered sign of not more than twelve (12) square feet in size, advertising the property for sale during the construction and sales period. Such signs shall refer only to the premises on which they are displayed.
5. Each lot owner shall maintain their lot/lots at all times, in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the street. In the event a lot owner fails 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 owners. Also, all owners of lots must keep the street clear of concrete blocks, concrete, and building materials while residence is under construction. During construction, each lot owner shall install and maintain a gravel driveway.

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Instrument: 2004032400271
 Book and Page: G1 7064 366
 Data Processing F \$2.00
 Misc. Recording Fe \$15.00
 Total Fees: \$17.00
 User: TFREUDENBERG
 Date: 24-MAR-2004
 Time: 03:02:31 P
 Contact: Paw Hurst, Register
 Hamilton County Tennessee

Book and Page: GI 7064 367

6. Prior to the occupancy of the residence, the front yards of all lots must be sown with grass, and landscaped with ample shrubbery and/or flowering plants.
7. No sheep, swine, goats, cattle, burros, fowls or any like animals shall be permitted to be kept or to remain on any of the lots hereinabove described, or to roam at large on any of the streets bordering the same. There shall be no kennels permitted on any lot in the subdivision, for the commercial breeding of domestic pets. No noxious or offensive activity shall be carried on upon any lot. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.
8. Swing sets, trampolines, playground equipment, or other recreational items shall be located to the rear of all residences. No laundry shall be hung outside from any type of device for such purposes or hung on any porch or deck railing.
9. All boats, campers or dual wheel trucks shall be parked in the rear of all residences. No unsightly or inoperable vehicles or major repairs to any such vehicles shall be permitted within said subdivision.
10. Any residence being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence. No dwelling may be occupied until completion, including landscaping. Developer may approve prior occupancy if weather conditions prohibit sowing grass/planting shrubbery.
11. Any fences erected on any lot in the subdivision must not be located nearer to the front lot line than the line of the rear elevation of the residence, extended in a direct line to the side lines.
12. Before any construction is commenced upon any lot, plans and specifications for any dwelling house shall be submitted for approval to Developer, and written approval thereof by Developer must be procured.
13. If any owner at any time violates or attempts to violate any of the covenants or restrictions herein provided, any other may prosecute any proceedings at law or in equity against the owner or owners violating or attempting to violate and to prevent them from doing so, or to recover damages for such violations or to obtain specific performance of the covenants.

14. The provisions herein contained shall be to the benefit of and be enforceable by: (a) Developers and its successors or assigns; (b) the grantees in deeds, conveying lots in the subdivision, their respective heirs, executors, administrators or assigns; (c) any subsequent owner of any lots in said subdivision; or (d) the Developers or their duly authorized representative. The attorney's fees shall be borne by the lot owner against whom enforcement is sought. The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or any breach subsequent thereto.

16. The Developer shall have the right to amend these restrictions in whole or in part. Any such amendment shall be effective from the time it is filed for record in the Register's Office of Hamilton County, Tennessee.

17. The Developer reserves the right unto itself, its successors and assigns, the right to amend from time to time, at any time, the Plat of unsold Lots to accommodate site plan changes, utility easements, lot size changes, and to permit and grant minor variances from the restrictive covenants herein set forth of such nature, as in the opinion of its officers, do not materially effect the purposes sought to be attained.

Witness my hand this 19th day of March, 2004,

Rodney R. Keys - President
Agent for National Title Insurance Agency, Inc.
Trustee

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 19th day of March, 2004, before me personally appeared Rodney R. Keys, to me known (or proven to me on the basis of satisfactory evidence) to be the president of National Title Insurance Agency, Inc. He, as such officer, being authorized to execute the foregoing instrument on behalf of National Title Insurance Agency, Inc., and acknowledged the instrument to be his free act & deed of said corporation.

Witness my hand and Notary Seal this 19th day of March, 2004.

Mary Christopher
Notary Public

Commission Expires: 10/24/06



shown by dotted lines on recorded plat.

Ten (10) foot drainage easement crossing said lot as shown by dotted lines on recorded plat.

Sanitary Sewage Disposal System as shown by hatched area on recorded plat.

No pools without prior written approval of the Health Department.

All notes regarding the subsurface sewage disposal system easement will become null and void if the structure is ever connected to a public sanitary sewer system.

Maximum number of three (3) bedrooms with no whirlpool tubs over 40 gallons.

Minimum Twenty-five (25) foot fieldline setback from drainage easements.

The Government of Hamilton County is not responsible to construct or maintain drainage easement or private access easements.

Restrictive Covenants as set out in instrument recorded in Book 7064, Page 366, said Register's Office.