

PREPARED BY: RONNIE MCNEW, DEVELOPER
RESTRICTIONS ON DREAMFIELD SUBDIVISION

RONNIE MCNEW (DEVELOPER), RON MCNEW (DEVELOPER), 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, do hereby impose upon all of said lots, the following Restrictive Covenants, which shall run with the land of a period of Three (3) years, or until 70% of lots are sold, to-wit.

(1) Lots are for residential purposes only.

(2) 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. The developer retains the right to use lots for other residential purposes.

(2B) It is provided that not more than one dwelling house shall be erected or maintained on any one lot. This will not prevent the use of one or more lots or parts of lots as a single building plot of ground, providing that the division or rearrangement of boundary lines of subdivision lots shall not reduce the basic width and size of the original lots as platted, or increase the total number of lots in said subdivision, and that the same shall conform to zoning laws and subdivision regulations in effect thereon. No lot or any part thereof shall be used as a means of access (either public or private) to other lands or used for the installation of utilities serving other lands. However, developer does hereby reserve the exclusive right to use a lot or part of a lot as a means of public and/or private access to and from other lands and/or to use a lot or part of a lot for the installation and maintenance of utility and/or drainage and/or sewage lines serving other lands, and developer reserves the exclusive right to grant, transfer, and convey these rights to others.

(3) 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 use thereon of a garage, incomplete structure, trailer, tent, or other structure as living quarters before or after the erection of permanent dwelling is prohibited. 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 a period in which the subdivision is considered active with respect to construction and the sale of new homes.

(4) The Developer reserves the right to approve or disapprove all house plans and plot plans.

(5) All boats and campers shall be parked in the rear of the house. Cars can only park on the street periodically. Any trucks larger than pick-ups, or personal type vans are not permitted to be parked in subdivision.

(6) All driveways must be of concrete or pea gravel set in concrete.

(7) New construction must be completed within eight (8) months. No dwelling may be occupied until completion.

(8) Within said time period, any dwelling of the following classification erected upon any lot must contain at least 1800 square feet of livable floor space for single story and 2200 square feet for two story. The above mentioned livable area is exclusive of open porches, garages, carports,

and basements.

(9) No building shall be located on any one of the said residential building plots nearer than 25 feet to the front line of the street bounding same, or nearer than 10 feet to any side line or alley or nearer than 20 feet to any side street line. For the purposes of this Covenant, stoop and open porches shall not be considered as a part of the building.

(10) Any fence erected on lot must be pre-approved by the developer in writing.

(11) Each residence must have a finished garage not including a basement garage.

(12) 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. Developer shall approve all colors for trim and body of each dwelling. Landscape work must be completed within thirty (30) days of completion of house or occupancy.

(12A) No roof pitch shall be less than 6/12 and dimensional in style unless approved by the Developer in writing. Porches and covered decks are excepted.

(12B) Satellite dishes shall not be allowed, except the 18" small satellites. Location of satellite must be approved by developer. No radio towers or TV antennas.

(12C) All mailboxes and posts must be furnished by Developer.

(12D) Interior lots must have brick, stone, or sto foundation on all four sides. Exterior lots must have brick, stone, or sto foundation on front and sides unless otherwise approved by developer. Interior lots are as follows: 21 thru 36.

(13) There shall be no detached garages, outbuildings, or servants quarters. A bathhouse built expressly in conjunction with a private swimming pool shall not be included in the prohibition and will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as set forth in Paragraph "8".

(13a) Any pool construction or exterior construction, other than general maintenance, must be approved by the Developer.

(13b) Front yards to be sodded from front of house to street or otherwise approved by developer.

(14) All of said lots in said subdivision must from the date of purchase be maintained by the owner in a neat and orderly condition, i.e., cut grass, remove leaves, broken limbs and other debris as needed. In the event an owner of a lot in said subdivision fails to maintain his lot in a neat and orderly condition, the 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 owners.

(15) No one residential lot shall be re-subdivided without the prior written and recorded consent of the Developer.

(16) Athletic equipment, such as, but not limited to, basketball backboards must be at least fifteen (15) feet from street curbs.

(17) No fowls, horses, mules, burros, cattle, sheep, goats, swine, or any other like animals shall be allowed upon any portion of the premise.

(17a) No dog kennels, lots or pens shall be permitted on any lot. Any permissible animals shall be leashed and not allowed to run free.

(18) For the purpose of property improvements, as long as he retains record ownership in any lot in the subdivision, the Developer reserves the right to grant waivers from these restrictive covenants. Said waiver must be in writing and recorded in the Registers Office of Hamilton County, Tennessee. Any waiver executed by him shall be conclusive proof that the waiver would not materially effect the purposes sought by the Developer. Where a waiver has been given 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 unless it is a violation entitling owner to damages from the Developer for any waivers granted by him.

(19) All fireplaces must have a shroud on top.

(20) All front steps must be brick or stone.

(21) 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.

(22) Each owner shall maintain the streetlights and lighted mailboxes on his or her property, including changing the light bulbs.

(23) Each owner shall remove garbage receptacles from view on the day of garbage service.

(24) Sidewalks to be installed by owner on his or her property. See Developer for specifications.

Ronnie McNew

Ron McNew, Jr.

Notary _____

My commission expires _____