

RESTRICTIVE COVENANTS ON LOTS 31 THROUGH 44,
LOTS 61 THROUGH 65, AND
LOTS 73 THROUGH 83,
FROST CREEK FARMS, PHASE II

(14)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, THOMAS W. McCLELLAN and wife, REBEKAH J. McCLELLAN, being the owners of the land known as Lots 31 through 44, Lots 61 through 65, and Lots 73 through 83, FROST CREEK FARMS, PHASE II, a plat of which is recorded in the Register's Office of Hamilton County, Tennessee, in Plat Book 46, page 181, in order to develop, protect and maintain a desirable community and high standards of property values therein, and with the intent that each dwelling shall have at least \$50.00 per square foot cost based upon 1992 prices, and, for the benefit of all owners of said lots, do hereby stipulate and provide that these special covenants and restrictive conditions are hereby made covenants and restrictive conditions to run with said lots, whether or not they be mentioned or referred to in subsequent conveyances of said lots; and, all conveyances of said lots within said subdivision shall be accepted subject to these special covenants and restrictive conditions and to the penalties herein provided for their violation or attempted violation as fully as if incorporated into and made a part of each conveyance in detail. These restrictive covenants shall be applicable only to Lots 31 through 44, Lots 61 through 65, and Lots 73 through 83, Frost Creek Farms, Phase II, as shown by Plat of record in Plat Book 46, page 181, in the Register's Office of Hamilton County, Tennessee, and shall not be construed to be applicable to any other land now owned, or which may hereafter be owned by Thomas W. McClellan and wife, Rebekah J. McClellan.

1. LAND USE. All lots shall be used for residential purposes only. There shall be no business of any kind located upon any lot, nor shall any business of any kind be operated out of any home. At no time shall any lot be used in whole or part as a street or right-of-way or for any utility easement connecting from said street within the subdivision with any land outside the subdivision except with the express written and recorded approval of "Developer."

2. ARCHITECTURAL CONTROL. No construction of any building shall begin until the plans and specifications and a plan showing the location of the structure shall have been approved by Thomas W. McClellan and wife, Rebekah J. McClellan, or either of them, or the survivor of them, or his or her specific assignee, which assignee must be designated in a document recorded in the Register's Office of Hamilton County, Tennessee, or in his or her Last Will and Testament (hereinafter "Developer"). IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE THAT "Developer," may require any changes, not otherwise prohibited in this document, concerning size, design, style, location, type of exterior, etc., with regard to the building. The decision of "Developer" shall be final.

3. BUILDING TYPE AND LOCATION. No structures shall be erected or maintained on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height, and one structure to house lawn and house maintenance tools and supplies, and one combination bathhouse and supply storage facility

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in connection with a swimming pool. All swimming pools must be fully enclosed by a fence approved by "Developer" and must meet all then existing governmental requirements. Above-ground pools are not permitted. Each dwelling shall have a garage which shall be attached to the main dwelling. The construction of a dwelling must be completed within one (1) year from the date on which its construction is commenced.

There shall be no artificial or man-made stone materials used. All roofs shall be covered with cedar shakes, slate or tile, unless "Developer" shall approve a different material. All roofs shall contain a pitch ratio minimum of 7 to 12. All buildings shall have wood windows, and, if a chimney is used, it shall be of masonry construction. All foundations shall be of brick or mountain stone unless otherwise approved by the "Developer." All driveways shall be on concrete (no asphalt shall be allowed). Mailboxes shall be of masonry construction. No fence for any purpose shall be erected unless its design, height and material has been approved by "Developer."

Dwellings shall be set back at least 60 feet from the curb upon which the dwelling shall face. "Developer" may permit variances from this requirement when, in the opinion of "Developer," the purposes sought to be achieved by these restrictive covenants will not be adversely affected by granting such a variance. Any such variance must be recorded in the Register's Office of Hamilton County, Tennessee.

Gardens shall be located not less than 100 feet from all roads, and shall always be located to the rear of a line projecting the rear (opposite from road upon which the dwelling faces) house line, and shall further be to the rear of the dwelling of each adjacent lot to the extent possible. It is intended by this paragraph that no garden shall be or become unsightly or a nuisance to the adjacent neighbors.

4. DRIVEWAYS DURING CONSTRUCTION. Before any construction is begun, a temporary driveway with at least crusher-run stone thereon shall be installed and said drive shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road. After construction is completed, the driveway shall be of concrete construction with proper crowning and drainage and shall be completed within two (2) months after the initial occupancy of the dwelling.

5. SUBDIVISION OF LOTS. No owner of any lot in Frost Creek Farms except "Developer" may, without the express written consent of "Developer," which consent must be recorded in the Register's Office of Hamilton County, Tennessee, subdivide any lot(s), or rearrange boundary lines of any lot(s).

6. DESIRED DWELLING SIZES. The minimum square footage of living area of each single-level dwelling, exclusive of basements, porches, breezeways, terraces, garages, etc., shall be 2100 square feet; and any one and one-half or two-story dwellings shall contain not less than 2400 square feet of living area as above designated with the ground floor containing not less than 1400 square feet of living area. The square footage of any split level or other nondesignated dwelling shall be as "Developer" shall approve in accordance with paragraph 2 above. Garages with openings concealed from the street shall be desired; however, "Developer" may permit different locations.

7. UTILITY LINES. ALL UTILITY LINES FROM STREET TO BUILDINGS UPON EACH LOT OR TRACT SHALL BE BURIED. There shall be no exposed service connecting wires for electricity, telephone, cable or otherwise from streets to any structure.

8. TEMPORARY STRUCTURES OR MOBILE HOMES. No mobile homes, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot or tract within said subdivision. Specifically prohibited is the partial construction, such as a basement of a house, and moving therein prior to the full completion of said house. Such structure shall be considered temporary and is prohibited.

9. ANIMALS. No animals except household pets shall be kept on said lots or tracts, and they shall not be kept or maintained for any commercial purpose, and their behavior shall not be allowed to constitute a nuisance to other lot owners in the subdivision.

10. TREE CUTTING. No tree having a diameter of more than 15 inches may be cut without the prior approval of "Developer."

11. NUISANCES. No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The having or allowing of trailers, junk, such as stoves, constitute a nuisance per se. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise, shall likewise constitute a nuisance per se. Also, the non-removal for ninety (90) days after occupancy of a dwelling of all building material, such as blocks, bricks, lumber, etc., from street view shall be a nuisance per se. Also, any dwelling which has been destroyed or damaged to any degree which is externally visible shall be repaired or removed within six (6) months from such destruction or damage and the failure to do so shall be a nuisance per se. Satellite dishes are prohibited and the installation of or allowing the same upon any lot or tract within the subdivision shall be considered a nuisance per se.

12. SUBDIVISION MAINTENANCE. To maintain the beauty and property values, each lot or tract owner shall be responsible for keeping his entire land area in a neat and attractive condition by mowing, trimming, etc.

13. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until 1 July 2013, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless a majority of the then owners of lots within said subdivision execute and record in the Register's Office of Hamilton County, Tennessee a document modifying these covenants in whole or in part.

14. INVALIDATION. The invalidation of any of these covenants or any word, phrase, or clause herein by judgment, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.

15. ENFORCEMENT. In the event that any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of such violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lot(s), or of the then constituted public authorities, to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive and

all other proceedings, which costs and attorney fees are prescribed as liquidated damages; and, shall also be liable for such other and additional damages as may accrue. The remedies provided in this paragraph shall not be exclusive, but shall be in addition to any other remedies allowed by law or in equity in such cases at the time or times of violation of these restrictive covenants.

IN WITNESS WHEREOF we, THOMAS W. McCLELLAN and wife, REBEKAH J. McCLELLAN, have hereunto set our hands, on this 16 day of October, 1992.

Thomas W McClellan
THOMAS W. McCLELLAN

Rebekah J. McClellan
REBEKAH J. McCLELLAN

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 16th day of October, 1992, before me personally appeared THOMAS W. McCLELLAN and wife, REBEKAH J. McCLELLAN, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

Janet E. Harvey
NOTARY PUBLIC



My commission expires:
12-9-95

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SARAH L. DEFRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

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BY: Amice
DEPUTY

RECEIPT # 569528