

MAIL
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RESTRICTIVE COVENANTS GEORGETOWN BAY SUBDIVISION

WHEREAS, WE, D & M PROPERTIES, LLP, a limited liability partnership, are the owners of property in Hamilton County, Tennessee, known as GEORGETOWN BAY SUBDIVISION, as shown on plat recorded in Plat Book 84 page 103-104, Registrar's Office, Hamilton County, Tennessee.

WHEREAS, it is our intent, purpose, and desire to insure that the various lots in said subdivision are developed into a residential section, and for such purposes, there are imposed on the various lots, unless specified otherwise, the RESTRICTIVE COVENANTS AND CONDITIONS hereinafter set forth, which shall be deemed to be a part of the consideration for the conveying of said lots, and said RESTRICTIVE COVENANTS AND CONDITIONS shall run with the land, the same being for the use, protection, and benefit of the present and future owners of lots in said subdivision, are to be effective, whether or not they are set forth specifically in subsequent conveyances.

These restrictive covenants and conditions are in addition to any municipal or governmental regulations of ordinances, which are now, or may be at some future time, in effect and applicable thereto; and, if any one or more of these restrictive covenants and conditions shall be deemed to be overruled thereby, inferior thereto, and inapplicable to the extent of said conflict, but such overruling of one or more of the following provisions, either in whole or in part, shall not invalidate any of the remaining provisions or parts thereof. If any of the restrictive covenants and conditions herein set forth shall be held invalid by any Court of competent jurisdiction, the remainder of the provisions of this instrument, and the application to purposes of circumstances other than to which the same may be held invalid, shall not be affected thereby.

- (1) All residences must have an electric light located within ten (10) feet of the street or at the mailbox post. Type to be designated by developer.
- (2) DWELLING SIZE. The main dwelling structure must have a minimum of 2,500 square feet, exclusive of porches and garages, on the basic ground

level. With the exception hereinafter made for two-story dwellings. If it expressly stipulated that no area below the ground floor level, nor any area above the ground floor level, shall be included in calculating the minimum square footage, with the express provision and stipulation that where the residence is of "split level" construction the upper portion of the split-level shall be treated and considered as a part of the ground floor area. As to two-story dwellings, a total minimum living area for the first floor shall be 1,400 square feet, excluding a basement, and with the realization that on the first floor area there will be an area for a garage that is not included in calculating the living area and minimum square footage for two-story is to be 3,000 square feet. Developers may at their discretion grant variance as to the square frontage up to 10% and property set back where necessary.

- (3) BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than 30 feet, nor nearer than 10 feet to any interior lot line, and not nearer than 25 feet to any side street line, without written permission of Developer. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building, providing, however, that 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 ERECTED SO THAT IT DOES NOT CONFORM TO THE APPLICABLE ZONING LAWS AND REGULATION. It is stipulated that no fence of any kind or character shall be located except to the rear of the rear line of the dwelling; further, as to corner lots, no fence shall be erected nearer than 30 feet from the side street line, such fence shall not be nearer to the side line than the line of the dwelling.
- (4) LOT AREA AND WIDTH. It is provided that no more than one dwelling house shall be erected or maintained on any one lot; providing, however, that this will not prevent the use of a one or more lots or parts of lots as a single building lot, providing that the division or rearrangement of boundary lines of the subdivision shall not increase the number of lots originally platted.
- (5) NUISANCES. 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 or nuisance to the neighborhood. In particular, tractor trucks shall not be frequently or habitually kept parked on a driveway, nor shall the owner of any lot in the subdivision, park a tractor truck or any other vehicle in the street or streets herein. Further, trucks larger than pick-ups, including motor homes, campers and boats cannot be parked continuously for over 24 hours on property or street. Any inoperable vehicle must be parked in garage.

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- (6) TEMPORARY STRUCTURES. 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 intent of this paragraph being to prevent the use thereon of a garage, incomplete structure, motor home, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection 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.
- (7) CONSTRUCTION PERIOD. Any residence being erected on a lot shall be completed within twelve (12) months from the date the lot is cleared and/or prepared for commencement of construction unless extended in writing by developers or homeowners association.
- (8) LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
- (9) GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (10) SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot, unless such a system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of local public health authorities. Approval of such systems will be obtained from said local health authorities.
- (11) FOUNDATIONS VENEERS. No exposed concrete block may be used on the exterior of a dwelling. The front and end foundations of a building must be covered with brick or stone. The rear foundations must be covered with brick, or stone.
- (12) PORCHES AND STEPS. All front porches must be masonry construction with all elevations of same covered with brick or stone. The steps of all porches on the front of the house must be brick, stone, or concrete.
- (13) ROOF. The roof of the dwelling and attached garage must be a minimum pitch of 8/12 and covered with architectural shingles. This requirement will not apply to porches. Other appropriate roofing where applicable may be approved

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- (14) PROPANE TANKS. All propane tanks must be underground.
- (15) CLEARANCE OF DEBRIS. In the construction of a residence upon a lot, the Builder shall keep all debris cleared from the street or streets bounding the lot; and, before any residence is occupied, all debris must be removed from the entire lot.
- (16) PLAN APPROVAL. Before any construction is commenced or carried on, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to Don Walker and/or Monty Reeves, and written approval thereof procured. Front elevations to be minimum 50% brick or stone. Certain Country style houses will be exempt, but these houses have to be all hardy board, logs or log siding, or equivalent.
- (16a) No chain link fences allowed and out buildings must be similar materials of residence. Fences and out buildings to be approved by subdivision review committee.
- (17) PROPERTY MAINTENANCE. All buildings and improvements to the lots in said subdivision must, from their completion, be maintained by the owner in a neat, well-repaired and well-maintained condition. All of said lots in said subdivision 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 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 fails, of his own volition to maintain his lot in a neat and orderly condition, the developer, or their duly appointed agent, may enter upon said lot without liability and proceed to put said lot into an orderly condition, billing the cost of such work to the owner. All property owners in the subdivision are requested to aid in keeping cars, trucks and delivery trucks off the curbs of the streets, as the same can easily be broker, particularly when new. Also, all owners of lots must keep the street clean and clear of concrete block – concrete, mud, and building materials while residence is under construction.
- (17b) All storm water regulations and all mud and dirt on road are responsibility of lot owners during construction. All mud originating on any lot and tracked into adjoining street areas.
- (18) All front yards must be sodded with Fescue. All owners/builders must install mailboxes and lights designated by developers.
- (19) SIGNS. No sign or character shall be displayed or placed upon any part of the property except those advertising the property for sale and those used by a builder to advertise the property during the construction and sales

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period, said signs referring only to the premises on which displayed. No such sign shall exceed nine (9) square feet in size nor have an overall height exceeding four (4) feet above ground level.

- (20) SATELLITE DISHES. Satellite receivers or dishes must be located so that they are not visible from the street on which the dwelling fronts and from side streets in the case of a corner lot.
- (21) TERMS OF COVENANTS. These covenants run with the land and are binding on all parties and all persons claiming under them for a period of TWENTY-FIVE (25) YEARS from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the then owner of the lots has been recorded agreeing to change said covenants in whole or in part.
- (22) STREETLIGHTS AND MAILBOXES. Each homeowner is required to install a small residential streetlight and mailbox per the developer's specifications.
- (23) ENFORCEMENT. In the event of violation or attempted violation of any one or more of the foregoing Restrictive Covenants and Conditions, the party or parties guilty thereof shall be subject to and liable at the suit of D & M Properties, LLP, their heirs or assigns, to be enjoined by proper process from such violation, and shall be further liable for such damages as may accrue, it being stipulated that court costs and reasonable attorney fees incident to any such proceedings shall constitute liquidated damages. We reserve the right and the privilege of waiving minor violations of these restrictive covenants and conditions when the same do not, in our opinion, materially affect the purposes sought to be attained by these restrictive covenants, and providing that if such variance or violation is a violation of any zoning ordinance, variance for such zoning violation must also be procured.
- (24) SEVERABILITY. The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
- (25) APPLICABILITY TO OTHER LANDS. It is expressly stipulated that these restrictive covenants and conditions are applicable only to the land referenced above, and they do not apply to any other property in the vicinity owned by D & M Properties, LLP.
- (26) PROPERTY OWNERS ASSOCIATION. ALL purchasers, whether builder or individuals are required to join at closing of lots. Developer will manage association until seventy percent (70%) of homes are

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occupied. Then owners will elect officers and developers will transfer funds and control to association. One thousand dollars (\$1,000.00) per lot annual fees will be payable upon closings. The developer is exempt from association fees on unsold lots. All detention ponds will be deeded to association and association will maintain ponds, entry, and road, docks, parking lots, ramps, access routes to docks, and any area deemed community property by developers.

- (27) All owners (builders) are to install a 42" sidewalk in front of their lots. Corner lots will have front and one side to install. Sidewalk to begin minimum of 36" from curb and minimum of 72" from curb. Any portion of sidewalk beyond R.O.W. to be considered as permanent sidewalk easement of Home Owners Association and maintenance of all sidewalks to be by Home Owners Association.

(28) DOCKS AND COMMON AREAS.

- (1) All docks, parking areas, ramps, ingress egress areas, entrances, roads, storm drainage and any other general maintenance to be responsibility of Home Owners Association. All water and electric bills to said facilities is responsibility of Home Owners Association.
- (2) Any lift or added feature to each boat slip to be the responsibility of individual slip owners.
- (3) The following lots will have private dock permits. All remaining docks will be constructed by developers and maintained by Home Owners Association.
- (4a) Developers will own any remaining unsold slips. Once homeowners association take over (at 70% sellout), association to be sole governing authority on boat slips, except remaining unsold slips.
- (4b) Developers will number and assign slips to lots at Developers sole discretion. Developer has limited space available for jet skis and will be sold on a first come basis. Jet skis and boat slips revenue to belong to Developers. Developers to determine location and density of jet ski moorings.
- (4c) Developers to retain ownership of any unsold or unassigned boat slips and jet ski moorings or slips.
- (5) CONDUCT. This is a residential subdivision and no loud noise, obnoxious conduct, horseplay or unruly activities will be allowed on docks and slips. No music or partying or organized activities after 10:00 pm.

D & M PROPERTIES, LLP

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Monty Reeves

MONTY REEVES, PARTNER

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Monty Reeves with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a partner of D & M Properties, , a Tennessee limited liability partnership, the within named bargainor, and that he as such officer executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability partnership by himself as said partner.

Witness my hand at office this 12th day of January, 2007.

Commission expires: *5/12/2007*

Kimberly E. P.

Notary Public

