

DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
ROBINSON FARM ESTATES - PHASE ONE

This Declaration made this 12<sup>th</sup> day of August, 1996, by the undersigned (hereinafter "Developer").

WITNESSETH:

Whereas, Developer, as exclusive agent for the Initial Owner of certain real property located in Hamilton County, Tennessee, known as Robinson Farm Estates, Phase One, which is further shown by subdivision plat of record in Plat Book 54, Page 161, in the Register's Office of Hamilton County, Tennessee, desires to create thereon a development known as Robinson Farm Estates (hereinafter "Subdivision"); and

Whereas, Developer desires to provide for the preservation of the land values and home values when and as the Subdivision is improved and desires to subject the lots in the Subdivision to certain covenants, restrictions, and easements as hereinafter set forth;

Now, therefore, in consideration of the premises, Developer and Initial Owner hereby impose and subject the Subdivision as shown by plat of record in Plat Book 54, Page 161, in the Register's Office of Hamilton County, Tennessee, to the terms of this Declaration and declare that the same is and shall be held, transferred, sold, conveyed, leased, occupied, and used by subsequent owners to the Initial Owner (hereinafter "Owner") subject to the covenants, restrictions and easements hereinafter set forth.

COVENANTS, RESTRICTIONS AND EASEMENTS

1. Application. This Declaration applies solely to Lots 1 through 116, inclusive, Robinson Farm Estates, Phase One, and is not intended to apply to any other lots, tracts, or parcels of land owned by Developer or Initial Owner.

2. Residential Use.

A. All of the Lots in the Subdivision shall be residential lots and no structure shall be erected, altered, placed or permitted to remain on any Lot other than as provided in this Declaration.

B. "Residential" refers to the type of occupancy as opposed to "business" or "commercial" or "mercantile" activity.

C. No Lot shall be used as a means of service to business establishments or adjacent property, including but not limited to supplementary facilities or an intentional passageway or entrance into a business or another tract of land.

D. No mobile home or manufactured home shall be placed or permitted to remain on any lot. A Modular Home (meeting Tennessee "Green Sticker" requirements) shall be permitted on any lot.

3. No multi-Family Residences, Business, Trucks. No residence shall be designed, patterned, constructed or maintained for the use of more than one single family, and no residence shall be used as a multiple family dwelling 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 use. No commercial or tractor trailer trucks shall be parked in driveways or on the streets except for deliveries.

4. Minimum Square Footage. No residence shall be erected or permitted to remain on any Lot unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches or screened porches, carports, garages or basements. 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. The minimum number of square feet required is as follows:

A. A single-level residence shall contain not less than 1,000 square feet;

B. A multi-level residence shall contain not less than 1,100 square feet.

5. Building Setbacks. No residence shall be erected on any Lot nearer than thirty (30) feet to any front Lot line, nor ten (10) feet to any side Lot line, nor twenty-five (25) feet to any rear lot line. For the purposes of this Declaration, steps, overhangs and porches shall not be considered as a part of the residence, providing, however, this shall not be construed to permit any portion of the residence on the Lot to encroach upon another Lot. No provision of this section shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to the zoning law and regulations applicable thereto; provided, however, that for good cause shown, an Owner of any Lot may petition the Developer for a variance from such set-back requirements. If the Developer grants such a petition, the Developer will not oppose such Owner's attempt to obtain a variance from applicable zoning laws and regulations.

6. Rearrangement of Lot Lines. Not more than one residence shall be erected or maintained on any one Lot. With the written approval of Developer, contiguous Lots may be divided and combined if the Lots have the same Owner.

7. Temporary structures. No part of any Lot shall be used for residential purposes until a completed residence conforming fully to the provisions of this Declaration, 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 erection of a permanent residence. No structures 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 existing house removed from its foundation may be moved from another location to any Lot.

Neither the foregoing nor any other section of this Declaration shall prevent the Developer or any builder approved by Developer from constructing a residence for use as a model home that may contain office-type furniture and be used for conducting the business of either selling that residence or other residences and lots within the Subdivision, nor shall the foregoing or any other section of this Declaration prevent the Developer from designating a Lot or Lots from time to time 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.

8. Surface Water Drainage. Each Lot must be landscaped so that surface water will drain into the street adjoining the Lot or into a drainage easement that drains into a street. A Lot shall not be landscaped so that surface water runs into another Lot except across an established drainage easement.

9. Utility Easement. A perpetual easement is reserved on each Lot, as shown on the recorded plat, 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.

10. Frontal Appearance. All residences shall have conventional and acceptable frontal appearance from the street upon which they front.

11. Building Requirements.

A. All residences, structures and/or buildings of any kind constructed on any lot shall have a full masonry foundation.

B. All exposed concrete block or poured concrete used in foundations and retaining walls must be covered with stucco or other materials acceptable to Developer.

12. Fences. No fences shall be allowed on any Lot without the prior written consent of the Developer. All proposed fences must be submitted to the Developer showing materials, design, height and location. All fences which are approved must be located behind the rear line of the residence and that line extended to the lot's side lines, except, as to corner lots, the same shall not be erected or maintained nearer to the side street line than the side street elevation of the residence extended in a direct line to the rear lot line.

13. Driveways. Each residence constructed upon a Lot must be served by a driveway constructed of hard surface materials of either concrete or asphalt.

14. Curbs. No permanent cuts shall be made in the curbs for any purpose other than driveways. Curb cuts shall be made with a concrete saw at the curb and along the gutter. Irregular cuts using sledge hammers and the like are prohibited. Driveways shall be added so as to form a smooth transitional surface with the remaining curb at locations where the approved driveway locations meet the street.

15. Signs. One sign offering the Lot or residence for sale may be placed upon a Lot. Such sign must be in a form approved by the Developer. No other signs shall be erected or maintained on any Lot.

16. Landscaping. Landscaping shall be substantially completed within one year after commencement of construction of the residence. Shrubbery plantings adjacent to roadways shall not obstruct the vision of vehicle operators.

17. 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, provided that nothing herein shall permit the keeping of dogs, cats, or other animals for commercial purposes. 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 Subdivision. If the pet owner refuses, it shall be deemed an "offensive activity".

18. Zoning. Each conveyance shall be subject to governmental zoning and subdivision ordinances or regulations.

19. Unightly Conditions. All of the Lots in the Subdivision must, from date of purchase, be maintained by the Owner in a neat and orderly condition with 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 Subdivision fails to maintain his Lot in a neat and orderly condition, Developer, or Developer's duly authorized 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 Owners in the Subdivision are required to keep cars, trucks and delivery trucks off the curbs of the streets.

20. 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 Subdivision.

21. No Detached Buildings. There shall be no detached garages, outbuildings or servants quarters, without the prior written consent of the Developer. All proposals must be submitted to Developer in writing showing materials, design, height, and location.

22. Sewage Disposal. Before any residence on a Lot shall be occupied, a connection with the municipal sewer system meeting applicable municipal codes shall be made.

23. Permitted Entrances. In order to implement and effect insect, reptile and woods fire control, and to maintain unsightly Lots, the Developer may enter upon any Lot on which a residence has not been constructed and upon which no landscaping plan has been implemented, 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 Subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The provision of this section shall not be construed as an obligation on the part of Developer to mow, clear, cut or prune any Lots or to provide garbage or trash removal services. 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.

24. 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.

25. 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 residence, within a screened area, or buried underground. All garbage and trash containers must be placed in enclosed areas in the rear or side yard.

26. Wells. No private wells may be drilled or maintained on any Lot without the prior written consent of the Developer.

27. No Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any residence or other structure on any Lot exceeding 18 inches in diameter without the prior written consent of the Developer, nor shall radio, television signals nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other Lot. Notwithstanding the foregoing, the provisions of 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 subdivision.

28. Excavation. No owner shall excavate or extract earth from any of the Lots for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of any Lot unless the prior written consent of Developer is obtained.

29. 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 any Lot. The playing of loud music shall be an offensive activity constituting a nuisance.

30. Laundry. No Owner, guest or tenant shall hang laundry in or outside a residence if such laundry is in the public view from the street. This provision may, however, be temporarily waived by the Developer during a period of sever energy shortages or other conditions where enforcement of this section would create a hardship.

31. Mailboxes. Mailboxes of a type consistent with the character of the Subdivision shall be selected and placed by the Owner of each Lot and shall be maintained by the Owner to complement the residences and the Subdivision.

32. Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. Each Owner shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any residence, building, structure, and improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty. The decision of the Developer as to what is a reasonable period of time shall be conclusive.

33. Vehicle Parking. Cars owned by Lot Owners or tenants shall be parked only in the Owner's garage or driveway. No inoperable vehicle, tractor, or other machinery shall be stored outside of the garage at any time, even if not visible from the street. No house trailer, tractor trailer truck, vacation trailer, camper or boat may be stored anywhere upon the Lot.

34. Maintenance. Each Lot Owner shall at all times maintain in good repair all structures on such Lot, including driveways and permitted fences. Each Lot Owner shall keep all vegetation and landscaping in good and presentable condition.

35. Developer Reserves Rights. Notwithstanding any other provisions herein to the contrary, the Developer reserves unto himself, his successors, heirs and assigns, the following rights, privileges, and powers: to subdivide Lots, to combine Lots or parts of Lots, to rearrange boundaries of Lots, to grant such waivers or exemptions from these restrictions as Developer shall deem necessary or desirable.

36. Chimneys. Chimneys must be constructed of good quality materials. No exposed metal stacks shall be permitted.

37. Adjoining Lot Damage. Any damage done to any adjacent or adjoining Lot or by a contractor employed to build improvements on any Lot shall be repaired immediately at the expense of the Owner or contractor. Temporary construction support must be provided for the curbs by the Owner or contractor during the time of construction. All construction debris shall be removed weekly and the street must be kept clean during construction.

38. Material Quality. Only new materials of good quality and design will be accepted on any structure built on any Lot. No structure shall be built of concrete blocks, except for its foundation. No metal roofs shall be permitted.

39. Violations and Enforcement. In the event of the violation, or attempted violation, of any one or more of the provisions of this Declaration, the Developer, his successors, heirs or assigns, including all parties hereinafter becoming Owners of any one or more of the Lots to which provisions of this

Declaration applies, 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 fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of set-back lines, side, rear or front, which may be minor in character, a waiver thereof may be made by the Developer, his successors, heirs or assigns. Further, the Developer may grant variances of the restrictions set forth in this Declaration, if such variances do not, in the sole discretion of the Developer, adversely affect the purposes sought to be obtained hereby, and shall be deemed conclusive.

40. Use of Lots for Road and Access. 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.

41. Approved Builders. Only builders that have been approved by Developer shall be permitted to construct residences in the Subdivision.

42. Approval of Plans by Developer. Before any construction is commenced or carried on upon any Lot, plans and specifications for any residence to be constructed on any one of said Lots shall be submitted for approval to Developer, and written approval thereof of Developer must be procured.

43. Consent or Approval by Developer. Developer consists of Carroll D. Groner and Carl E. Clift, Jr. Any reference to Developer in this Declaration shall mean both Carroll D. Groner and Carl E. Clift, Jr., however, the signature of either shall be deemed the consent of both persons and that of the Developer as to any consent or approval required under this Declaration.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgment or decrees of any court of record to be invalid, such action shall in no way affect any of the other provisions, which shall remain in full force and effect, the Developer hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.



Each and every one of the aforesaid covenants, conditions, restrictions and easements shall attach to and run with each and everyone of said Lots of land and all title to, and estates therein, shall be subject thereto and the same shall be binding upon each and every Owner and occupant of the same until February 1, 2026, and may be extended by action of a minimum of 66 2/3's of the then Owners of the Lots.

If any party or parties shall violate or attempt to violate any of the covenants or restrictions herein provided, it shall be lawful for the Developer, his successors, heirs or assigns, or any person or persons owning any of said Lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions; and either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorney fees and court costs.

By reason of the rights of enforcement of the provisions of this section being given unto the Owners of Lots (subject to the rights and rights of variances reserved by the Developer), it shall not be incumbent upon the Developer to enforce the provisions of this Declaration or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of this Declaration by any person, other than that of the Developer.

Developer:

Carl E. Clift, Jr.  
Carl E. Clift, Jr.

Carroll D. Grover  
Carroll D. Grover

Initial Owner:

Ruth M. Robinson  
Ruth M. Robinson

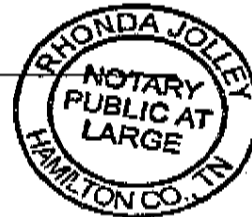
by: Edward E. Robinson  
Edward E. Robinson, Attorney  
in Fact

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this the 12th day of August, 1996,  
before me personally appeared Carl E. Clift, Jr. and Carroll D.  
Groner to me known (or proved to me on the basis of satisfactory  
evidence) to be the persons who executed the foregoing instrument  
in behalf of themselves, acknowledged that they executed the same  
as their free act and deed.

WITNESS my hand and Notarial Seal.

*Rhonda Jolley*  
Notary Public



My Commission Expires: 1-21-98

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this the 12th day of August, 1996,  
before me personally appeared Edward E. Robinson to me known (or  
proved to me on the basis of satisfactory evidence) to be the  
person who executed the foregoing instrument in behalf of himself,  
as attorney in fact for Ruth M. Robinson, acknowledged that he  
executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

*Orby D. James*  
Notary Public



My Commission Expires: My Commission Expires Sept 21, 1999

(10)

PREPARED BY WILLIAM D. JONES  
ATTORNEY AT LAW  
813 GEORGIA AVENUE  
CHATTANOOGA, TN

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