

# Legacy Oaks

Subdivision Covenants, Phase 1

The undersigned, hereinafter called "Developer", is the fee simple owner of a tract of land in District 2C, Collegedale, Hamilton County, Tennessee, known as Legacy Oaks Subdivision, as shown by plat of record in Plat Book 79, Page 5, in the Register's Office of Hamilton County, Tennessee. Developer has divided said property into building lots **in order to create a desirable community, protect and maintain high standards and property values.** Any extensions, future phases, or lots which access Legacy Oaks Drive or any other subdivision street, alley or way, must adhere to the following minimal standards outlined in these covenants. For the benefit of all purchasers, owners or holders of lots, the following covenants are made to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of lots. All conveyances within this subdivision shall be accepted subject to these covenants 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.

file lot choice

## 1. Land Use.

- a. Single Family Residences. All lots shall be used for single family residential purposes only.
- b. No Businesses. No business of any kind shall be located on any lot by operation of any home, garage, or outbuilding.
- c. No Right-Of-Way For Street Or Utility Easement Or Connection. At no time shall any lot or tract be used in whole or part as a street, or right-of-way, or for any utility easement connecting from any street within the subdivision or with any land outside the subdivision, except with the express written and recorded approval of the developer, its successors or assigns.
- d. Signs. Signage on any lot is forbidden except that Builders and Banks may put up their usual small signs during the home construction phase; and Homeowners and Realtors may place signs advertising the property is "for sale".
- e. Appearance. All lots, from date of sale, must be maintained by the owners in a neat and orderly condition and appearance, which includes making sure the grass is cut and any and all debris is removed, etc.

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## 2. Architectural Control.

- a. Architectural Plans and Structure Location. No construction shall begin until the plans, specifications, a survey showing the structure location have been approved by the Developer or Architectural Plans and Review Committee.
- b. Architectural Plans and Review Committee. Purchasers of Lots in this subdivision

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agree the architectural control committee may require any changes not otherwise prohibited in these Covenants concerning size, design, style, location, type of exterior, landscaping, etc., with regard to any structure, and the decision shall be final. If an issue cannot be reconciled, the Developer or its successors in interest, shall, upon demand of the original purchaser, refund, without interest and without payment of any charges, the amount originally paid to the Developer for the Lot at issue.

- c. Liability. The Developer or successors shall not be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence arising out of, or in connection with the approval or disapproval or failure to approve plans.
- d. Approved Builders. Only Builders who have been approved by the Developer shall be permitted to construct Dwelling Units in Legacy Oaks. The Developer shall maintain a list of approved Builders, which list shall be made available to Lot Owners and prospective purchasers. The Developer may, from time to time, add or delete Builders on this list. The addition or deletion of Builders shall be the sole discretion of the Developer. No Builder shall be permitted to construct a Dwelling Unit on lot until the Builder has applied for and received written approval of the approved Builders status. This approval shall be at the sole discretion of the Developer. Each Builder must be a licensed general contractor.
- e. Sanitation Sewer Permit. Application for a sewer permit must be made to the Developer at the time approval of Plans has been given by the Developer or the Architectural Plans and Review Committee.
- f. Obligation to Commence and Complete Construction. Each owner, excepting the Developer, agrees that within twelve (12) months of the date on which they take title to a Lot, they will commence construction of a Dwelling Unit on that Lot. Once construction is commenced, each Owner shall continuously and diligently pursue such construction until complete, but in no case shall completion be more than 12 months from the date of commencement of construction. "Complete" shall mean that a final inspection and approval is granted by the governmental authority having the power to grant such approval, and shall also include completion of the landscaping in accordance with the landscape plan. Provided that for good cause shown, the Developer may grant an extension by written approval to an Owner who, in the opinion of the Developer in their sole and absolute discretion, has made a demonstrable good faith effort to comply with this provision.

An owner who violates this requirement, and after receipt of notice of such violation from the Developer, and the passage of a reasonable amount of time to commence construction, fails to commence, pursue or complete construction, shall be liable for a fine of Five Hundred Dollars (\$500.00) for each month said Owner is in violation of this covenant.

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- g. Violations and Enforcements. In the event of the violation, or attempted violation, of any one or more of the provisions of these Covenants, the Developer, its successors or assigns, including all parties hereinafter becoming Owners of any one or more of the Lots to which provision of these Covenants apply, 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 attorneys fees incident to any such proceeding, which cost 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, its successors or assigns. Further, the Developer may grant variances of the restrictions set forth in these Covenants if such variances do not, in the sole discretion of the Developer, adversely affect the purposes sought to be obtained hereby.

By reason of the rights of enforcement of the provisions of this Requirement being given to all Owners of Lots (subject to rights of variances reserved by the Developer), it shall not be incumbent upon the Developer to enforce the provision of these Covenants or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of these Covenants by any person other than itself.

### 3. Building Type And Location.

- a. Single Family Dwelling Unit. Only one single-family dwelling, not to exceed two and one-half stories in height, shall be erected or maintained on any lot. The Developer may make exceptions. A "mother-in-law apartment" for a mother and/or a father may be part of this single-family dwelling unit.
- b. No Multi-Family Residences. No residence shall be designed, patterned, constructed, maintained or used to serve more than one single family. No residence shall be used as a multiple family Dwelling Unit at any time, except as herein provided for a "mother-in-law" apartment. However, in no case shall a room or rooms be rented out, or made available for free or for a fee to other relatives, or individuals.
- c. Detached Buildings. Each Dwelling Unit shall have at least a double car garage constructed at the same time as the Dwelling Unit. No carports will be permitted. Garage doors may not face the street upon which the Dwelling Unit fronts. The inside walls of garages must be finished. Garage doors may not be allowed to stand open.

Detached Buildings For Servants Quarters and Detached Buildings For Garages will be allowed only with written approval from the Developer or the Architectural Plans and Review Committee. Such Buildings shall be attached to

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the original Dwelling Unit by a breezeway or a covered walk way. The completed buildings shall have the esthetic appearance of a single complex Building Unit.

- d. Dwelling Style. No log, modular, mobile or manufactured homes are allowed. No geodesic dome or any extremely unusual designs are allowed without the approval of the Developer or his assigns.
- e. Roof Pitch. All roofs shall have a pitch ratio of at least 10 to 12, (12 to 12 is preferred), and shall be covered with either slate, or black/gray tone dimensional shingles with at least a 30 year life expectancy and/or warranty.
- f. Windows. All buildings shall have windows of wood, or wood covered with vinyl. Design, size and placement of windows shall be a part of the Architectural and Plans committee. All windows shall be double paned. All windows in a brick wall must have brick surround.
- g. Awnings. There shall be no metal awnings.
- h. Chimneys For Wood Burning Fireplaces. In wood burning fireplaces, any exposed/exterior portion of the firebox/chimney shall be of brick, stone, or combination of brick and stone solid masonry construction. Such chimney may be built on an exterior wall so that it does not protrude outside the exterior wall, or, it may be constructed on an interior wall, or, it may be a freestanding fireplace. Any portion of the chimney that protrudes through the roof must be of solid masonry construction.
- i. Venting for Gas Burning Furnaces /Gas Water Heaters, Etc. Vents for gas burning furnaces, water heaters, etc., shall be vented thru the rear exterior wall, or shall extend and vent up through the rear portion of the roof so as not to be visible from the front and sides of the house.
- j. Ventless Gas Burning Appliances. A ventless appliance may be installed on the rear exterior wall or on an interior wall. Any protruding or extended exterior wall/chase must be at least six (6) feet in length, and extend up to and be incorporated into the main roof line and soffit. In no case shall the chase extend above the roof line. The purpose of this requirement is that the exterior chase does not have the appearance of a wood framed/sided chimney. In no case shall the protruding or extended exterior wall be cantilevered, but rather be built from the foundation up.
- k. Mailboxes. Each Dwelling Unit will have a mail box of brick, stone, or a combination of brick and stone construction. The mail box shall be a minimum of 24 inches square, incorporating a maintained and operating gas lamp at curb side

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that meets the approval and specifications of the Developer or the Architectural Plans and Review Committee or its assigns.

- l. Fences. All fences, walls and retainer walls must be approved by the Developer or Architectural Plans and Review Committee. A drawing, showing location, height, material and any other pertinent information required by the Developer or Architectural Plans and Review Committee shall be submitted. No wire or chain link fences are allowed. Vinyl, wrought iron, wood, or aluminum fences may be approved by the Developer or Architectural Review Committee. All fences shall be painted or stained. No fence shall be allowed any closer to the street than the rear elevation of the Dwelling Unit. In the case of corner lot, no fence shall be allowed closer to the side street than the side elevation facing that street. No fence shall be over six feet in height. Any fence joining Common Properties may be required to be of a specific design.
- m. Swimming Pools. All swimming pools must be in ground and enclosed in appropriate fencing. Design, placement and construction details shall be submitted to Developer or Architectural Plans and Review Committee for approval of in ground swimming pools. Fencing must also be approved by Developer or Architectural Plans and Review Committee.
- n. Set Backs. Dwellings shall be set back a minimum of 25 feet from the property line (minimum of 35 feet from curb to house), 10 feet from any side lot line, and 25 feet from any rear lot line. Other structures, including swimming pools, pool houses, etc., may be located within 10 feet of rear and side property lines.
- o. Porches. All porches, patios, pool surrounds, and outdoor flooring shall be of slate, stone, concrete, stamped concrete, masonry pavers, ceramic tile, etc.
- p. Lot Maintenance. The owner shall be responsible for seeing that the construction site is kept free of debris and waste, so as not to create a nuisance or litter any property.
- q. Zoning Regulations. Prior to construction, owners must comply with all local governmental agency permit requirements. All buildings and improvements must conform to local zoning and Hamilton County regulations.
- r. Exterior Lighting. Any exterior lighting shall be constructed or placed in such a way as to not focus an undue amount of light on adjoining or nearby property.
- s. Exterior of Front Elevation. As a part of the Architectural Design process, the exterior of the front elevation shall be brick or stone. However, up to 25% may be of (1) genuine stucco that is steel troweled cement, or, (2) HardiPlank, (fiber cement siding), or, (3) a combination thereof (not to exceed 25% of front elevation). These must be strictly approved as part of the Architectural Plans and Review

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Committee process in advance of construction as set forth in 2.a. of these Covenants.

- t. Siding. HardiPlank (fiber cement siding), is an approved siding. Siding design (lap, horizontal, etc.) and location to be used must be part of the Architectural Plans and Review process completed before construction begins. Any other materials shall require approval in accordance with 2. b. There shall be no vinyl siding.
- u. Exterior Construction. Exterior construction including foundations, basements and walls, shall be brick, stone, or a combination of brick and stone. Brick and/or stone or a combination of brick and stone must constitute 75% of all exterior materials. HardiPlank siding, genuine stucco which is steel troweled cement, may be used on up to 25% of the exterior, but not on foundations, basements or walls.
- v. Exterior Finish Materials. All exterior finish materials, including without limitation siding, roofing, gutters, windows and doors, and any finish applied to such materials and including without limitation all paints or stains, mortar or cement, must be approved in writing by the Developer or the Architectural Review Committee. Fascia and soffit must be of HardiPlank, or wood, or a similar quality material. Fascia and soffit shall not include vinyl or aluminum, or any such similar material.
- w. Vegetable Gardens. Any vegetable gardens should be located to the rear of the house and should not be unsightly to neighbors.

#### 4. Driveways.

- a. Temporary Driveway. Before any construction begins, a temporary crowned driveway shall be installed with adequate stone to ensure proper drainage so that any overflow from the building site shall not flow upon Legacy Oaks Drive and adversely effect clean and safe access.
- b. Permanent Driveway. The permanent driveway shall be of stone, or brick, or pavers, or concrete aggregate stone, or concrete, or a combination thereof, and have proper crowning and drainage, and shall be completed before occupancy of the Dwelling Unit. No asphalt driveways.

#### 5. Sidewalks.

- a. Sidewalk On North Side of Legacy Oaks Drive. Lots 2-10 shall have concrete sidewalks from property line to property line, connecting along the road to the sidewalks on each adjoining property. That portion of the sidewalk that is part of

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the driveway may be the same as the driveway, i.e. stone, brick, pavers, aggregate stone, or stamped or colored concrete, or concrete, or a combination thereof.

- b. Sidewalk Set Back And Width. Sidewalks shall be set back 24 inches from the house side of the curb of the road, and shall be 60 inches in finished width.

## 6. Re-Subdivision of Lots.

- a. No Re-Subdivision of Lots. No lot shall be re-subdivided by anyone other than the Developer, who shall have the right to re-subdivide any lot or tract, but in no event shall the re-subdivision of any lot or tract contain less than 15,000 square feet of land. Any re-subdivision must be approved by the Developer.
- b. Combining Of Lots. These restrictions do not preclude acquiring an adjacent lot and building a dwelling upon two or more lots, in which case said lots shall be considered one Lot for all purposes under these Covenants.
- c. Minimum Lot Size. These restrictions do not preclude the addition of a portion of a lot to an adjacent lot, so long as the lot from which the portion is taken still contains at least 15,000 square feet.

## 7. Minimum Dwelling Sizes.

- a. Minimum Square Footage. The minimum square footage of living area of each single-level Dwelling Unit shall be 3000 square feet, exclusive of basements, porches, breezeways, terraces, garages, etc.
- b. First Floor Square Footage. The minimum square footage of any one and one-half or two-story dwellings shall be not less than 3000 square feet of living area as above designated, with the ground floor containing not less than 1800 square feet of living area.

## 8. Utility and Drainage Easements.

- a. Interior Lot Line Easement. A five (5) foot utility and drainage easement is imposed upon all interior lot lines.
- b. Exterior Lot Line Easement. A ten (10) foot utility and drainage easement is imposed upon all exterior lot lines.
- c. Street Lot Line Easement. A fifteen (15) foot utility and drainage easement is imposed along all street side lot lines.

- d. Plat Imposed Easements. The recorded Plat calls for certain special drainage and utility easements. The stricter, or the greater width, shall prevail in all locations.
- e. Utility Connections. All utilities shall be underground. There shall be no exposed service connection wires for electricity, telephone, cable, or otherwise, to any structure.
- f. Easement Availability. The Developer reserves the right, without liability, to remove trees within easements for installation of any type of utility, sewer or drainage, if it ever becomes necessary.

## 9. Temporary Structures and Mobile Homes.

- a. Temporary Structures. No mobile homes, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot within the Subdivision.
- b. Specific Prohibitions. Specifically prohibited is a partial construction, such as the basement of a house, and moving therein prior to the full completion of the house. Such structures shall be considered temporary and are prohibited.

## 10. Animals.

- a. Household Pets Only. Only household pets shall be kept on any lot.
- b. Commercial Purposes. No animals or pets shall be kept or maintained for any commercial purpose.
- c. Pet Facilities. Kennels, runs, or dog houses, etc., shall be located to the rear of the dwelling, and must be regularly maintained, and must not be unsightly to neighbors or give off an offensive odor.

## 11. Nuisances.

- a. Activity. No noxious or offensive activity shall be carried on upon any lot, or anything be done thereon which may be, or may become, an annoyance to the neighborhood, discomfort, embarrassment or nuisance to and in the Development.
- b. Junk, Debris, Etc. The having or allowing of trailers, junk, such as stoves, etc., constitutes a nuisance. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise, shall likewise constitute a nuisance.



- c. Building Materials. The non-removal for ninety (90) days after occupancy of a dwelling, of all building material, blocks, bricks, lumber, etc., from street view shall be a nuisance.
- d. Damage Repair. Any dwelling which has been destroyed or damaged to any degree which is externally visible shall be repaired within six (6) months from the date of such destruction or damage, and the failure to do so shall constitute a nuisance.
- e. Satellite Dishes. Satellite dishes visible from the street shall be considered a nuisance.
- f. Pets. Pets not kept under control, or considered noisy, shall constitute a nuisance.
- g. Vehicle Parking. Enclosed Garages. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designated for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats or other watercraft, boat trailers and the like shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted, except within enclosed garages. See 3. c. Vehicles of any type must not be parked on the street for a period exceeding twenty four (24) hours. Vehicles of any type also must not be parked on a sidewalk at any time. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a lot during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to a lot. Any vehicle which is parked in violation of this paragraph may be towed by the Developer (or the Homeowners Association, if there is one), or their agents. No more than two vehicles shall be parked in the driveway for a length of time that exceeds ten (10) consecutive days without being moved.

## 12. Subdivision Maintenance, Beauty, Property Values.

- a. Landscaping. Each lot owner is responsible for keeping his/her entire land area in a neat and attractive condition by regularly landscaping, mowing, trimming, and regular upkeep.
- b. Sodding. Before occupancy of a Dwelling Unit, the front yard must be sodded. The rest of the yard must be either sodded, or seeded and strawed. If weather conditions prohibit sodding, the Developer or Architectural Plans and Review Committee may approve earlier occupancy.
- c. Lawn Care. All improved Lots must be kept fully seeded with grass (except where other provisions of these Covenants require sodding) and grass must be regularly cut. All unimproved lots shall be seeded and the grass regularly cut.

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- d. Common Area. Any common areas or common elements located within the subdivision such as the entrance sign landscaping and/or its irrigation system shall be the responsibility of the individual lot owners as a collected group. All lot owners agree that they shall share proportionately based upon the number of lots that they own in any payment for the maintenance and upkeep of the entrance sign landscaping and/or the sign irrigation system, should one be installed. The parties understand and agree that the Developer or a Subdivision Homeowner's Committee, if one is or has been formed, shall have the right to assess and/or collect on an annual basis a reasonable fee from each individual lot owner for the maintenance of the sign and/or any other common purposes or elements located within Legacy Oaks subdivision.
- e. Developers Maintenance. The Developer will make serious effort to make and keep Legacy Oaks an attractive and appealing development. The Developer's maintenance responsibility, other than as a lot owner, if applicable, shall terminate upon the recording of the plat as to all public areas.
- f. Playground Equipment. No playground equipment, swing sets, basketball backboards, or similar equipment shall be permitted on any Lot without the written approval of the Developer or the Architectural Review Committee. All such equipment must be made of wood and blend with the natural surroundings. The Developer or Architectural Review Committee shall in its sole and absolute discretion determine whether or not any applications meet approval, and such approval shall be on a case-by-case basis, and the approval of one application shall not be construed as the basis to approve other applications even if they are substantially similar in nature.

## 13. Term Of Covenants.

- a. Terms Of Covenants. These covenants shall be binding upon all parties and all persons until July 1, 2015, at which time these covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of lots, it is agreed to change such covenant in whole or in part.
- b. Voting. For the purposes of voting, each Dwelling Unit shall be construed as having one vote.
- c. Renting or Leasing. No Dwelling Unit may be rented or leased for a period of time that is less than one (1) year. Every Owner shall cause all occupants of a leased Dwelling Unit to comply with these Covenants and Restrictions and Bylaws. Owner shall be responsible for all violations by such occupants.

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## 14. Invalidation.

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

## 15. Enforcement.

- a. Liability. In the event that any one or more of the Covenants be violated by any party, either owner or tenant, then the property owner, and any tenant 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 lots, 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.
- b. Remedies. The remedies provided in this Paragraph shall not be exclusive, but shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of these Covenants.
- c. Covenants Are A Safeguard. Please remember, these covenants are not intended to penalize anyone, but to help safeguard the investment and property values of each and all home owners.

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Witness our signatures this the 4<sup>th</sup> day of May, 2005

WHITE OAK DEVELOPMENT, G.P., A  
TENNESSEE GENERAL PARTNERSHIP

BY: *Paul Gerald Smith Sr.*  
PAUL GERALD SMITH, SR., Managing Partner

BY: *Paul Gerald Smith Jr.*  
PAUL GERALD SMITH, JR., Managing Partner

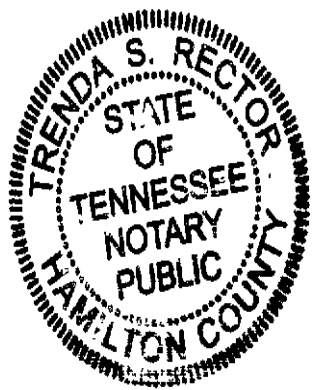
STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, a Notary Public in and for said State and County, personally appeared **PAUL GERALD SMITH, SR., AND PAUL GERALD SMITH, JR.,** who are personally known to me (or proved to me by satisfactory evidence) to be **MANAGING PARTNERS** of **WHITE OAK DEVELOPMENT, G.P., A TENNESSEE GENERAL PARTNERSHIP,** the within named bargainor, a partnership, and that they, as such **MANAGING PARTNERS,** being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by themselves, as said **MANAGING PARTNERS.**

WITNESS, my hand and seal of office this 4<sup>th</sup> day of May, 2005.

*Jenna Skelton*  
Notary Public

My commission expires: 11/09/09



Prepared and reviewed by:  
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