

STONE'S THROW

DECLARATION OF COVENANTS AND RESTRICTIONS

DWH DEVELOPMENT, LLC., the Developer, hereby declaring that it is the lawful owner in fee simple of all lots in Stone's Throw subdivision as recorded in Plat Book 15, Page 87 in the Register's Office of Hamilton County Tennessee desiring to promote the development thereof as a residential subdivision, and for the protection of it, its successors, trusts, or assigns, and the protection of future owners of any one or more of said lots, does hereby impose upon all said lots, the following Restrictive Covenants, which shall run with the land, to-wit:

NOW THEREFORE, DWH DEVELOPMENT LLC. does hereby name item one (1) through thirty six (36) to read as follows:

1. All of said lots (lots 1 through 15) in Stone's Throw shall be, and be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling with attached garage, and which must be for a minimum of two cars. No carports are permitted. The Developer must approve style/type of garage door. Garage doors may not be allowed to stand open. The inside walls of garages shall be finished. Each lot is to be used for a single home and there shall be no lot combinations.
2. No residence shall be designed, patterned, constructed, or maintained to serve the use of more than one family, nor used for any commercial purpose or the display of any business signs.
3. No building shall be located on any lot nearer than twenty-five(25) feet to the front property line, or nearer than ten (10) feet to any sideline, or nearer than twenty (20) feet to any rear property line. Swimming pools, pool facilities ,and outdoor fireplaces, may be located within these boundaries, provided written approval is given by Developer. The site plan of the home must be approved by the Developer.
4. The Developer reserves the right to transfer, at its sole discretion, its authority, rights or duties, in whole or in part, to a Board of Directors or Association whenever the Developer so decides.

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5. No noxious or offensive activity shall be permitted on any lot. Nothing shall be done thereon which may become an annoyance or nuisance to the neighborhood.
6. No trucks larger than pickups, or personal type vans, are permitted to be parked in subdivision.
7. Satellite dishes shall not be allowed except satellite dishes not exceeding 18" in diameter. Placement of satellite dishes must be pre-approved and screening with landscaping may be required.
8. No radio towers or tv antennas are allowed. All utilities must be placed underground. Refuse containers shall be stored out of view except on pick up days.
9. Athletic equipment such as, but not limited to, basketball backboards shall not be permitted in front of the house. Portable basketball goals may be permitted but must be kept inside when not in use. All playground equipment, excluding traditional swing sets, must be approved by Developer.
10. No part of any lot shall be used for residential purposes until a completed dwelling /house, conforming fully to the provisions of this instrument, shall have been erected thereon, the intent of this being to prevent the use of a garage, incomplete structure, trailer, tent, outbuilding, or other structure as 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.
11. No modular, manufactured ,or trailer homes shall be allowed. Only site built homes shall be allowed.
12. No sheep, swine, goats, horses, cattle, burros, fowl, or any like animals shall be permitted to be kept or to remain on any of the lots. There shall be no kennels for commercial purposes on any lot in the subdivision. The keeping of dogs, cats, or other household pets are permitted. Pet owners shall not allow pets to roam unattended. Excessive barking of dogs shall be considered an "offensive activity" and shall be controlled by the pet owner. Nothing contained herein shall be deemed to permit the keeping of an unreasonable number of pets, or the keeping of any animal deemed to be a danger to other residents. The Developer or homeowners association shall, in their sole discretion, have the authority to determine what constitutes an "unreasonable" number or a dangerous pet. No dog pens, kennels , or such

shall be allowed without the written consent of the Developer or the association.

13. All of said lots in subdivision must, from the date of purchase, be maintained by the owner or builder in a neat and orderly condition (grass cut when needed, as well as leaves, broken tree limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks, and other debris must be kept out of street. In the event that the owner of the lot, including an owner who is a builder, fails of his own volition, to maintain his lot in a neat and orderly condition, Developer, or its duly appointed agent, or the association, or its duly appointed agent, may enter upon said lot without liability and proceed to put said lot into an orderly condition and shall bill the owner accordingly. All owners/ builders must keep the street clear of concrete blocks, concrete, and building materials while residence is under construction. All owners/ builders in the development shall keep cars, trucks, and delivery trucks, off the curbs of the street.
14. No permanent cuts may be made in the curb for any purpose other than driveways. Curb cuts shall be made with a concrete saw and driveways shall be built as to form a smooth transitional surface from the street. Any damage done to the curb, street, or sidewalk by the owner of any lot or contractor employed to build improvements on any lot, shall be repaired immediately at the expense of the owner or contractor. If damage is not repaired in a timely fashion, Developer shall repair at owner/ contractors expense at cost plus time.
15. Commercial vehicles, tractors, mobile homes, recreational vehicles, trailers, (with or without wheels), campers, camper trailers, boats or other water craft, boat trailers and the like shall be parked only in enclosed garages. Stored vehicles and vehicles which are obviously inoperable, or do not have current tags, shall not be permitted except within enclosed garages. Vehicles of any type must not be parked on the street, with the exception of visitors to the property and, commercial or service vehicles relating to the servicing or repair of the residence, But such vehicles may only remain on the street for a period not to exceed twelve (12) hours. Vehicles of any type must not be parked on the sidewalk at any time.
16. All fences, walls, and retainer walls must be approved by the Developer. Developer shall approve location, height, and material of all fences. No wire or chain link fences are allowed.
17. Each owner shall at all times, maintain all structures located on such lot, including driveways and approved fences in good repair which shall include exterior painting as needed. Also, each lot owner shall keep all vegetation and approved landscaping in good and presentable condition.
18. No owner or guest shall hang laundry from outside a dwelling unit. No

outside clothes lines shall be erected.

19. In order to preserve the aesthetic and economic value of all lots within the Development, each owner/ builder shall have the affirmative duty to rebuild, replace, repair, or clear and landscape to original state within a reasonable period of time, any building, improvements, and significant vegetation which has been damaged or destroyed by fire or other casualty. Any variation or waiver of same may be given only by the Developer or association in its sole discretion.
20. No dwelling unit may be rented or leased for less than one (1) year. Every owner shall cause all occupants of a leased dwelling to comply with these covenants and restrictions. Property owners shall be responsible for all violations by such occupants.
21. Before any dwelling on any lot shall be occupied, a connection with the sewer system meeting applicable municipal codes shall be made.
22. Any residence being erected on a lot shall be completed within eight (8) months from the date of the pouring of the footing for said residence. No dwelling shall be occupied until it has been completed. The only exception that may be considered shall be in the case of landscaping, etc. due to inclement weather or other excusable conditions. Any exceptions must be approved by the Developer.
23. No builder/ owner of any lot shall change the slope or contour of the land in anyway that may effect the drainage to another lot. Any changes in the land must be approved by the Developer.

ARCHITECTURAL REVIEW

24. All house plans must be approved by the Developer. The Developer shall have sole architectural and design review authority for the development until the Developer has transferred governing authority to the Homeowners Association.
25. No dwelling house shall be erected or permitted to remain on any lot in the Subdivision unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screen porches, garages, eaves, steps, and basements(whether finished or not), set forth below:
all residences must be a minimum of 1800 square feet of which 1400 square

feet must be on the main floor.

26. All landscaping must be approved by Developer. All lots must be sodded from the street to the rear corner elevation of the house. Landscaping must be completed with completion of house. All HVAC units and garbage receptacles shall be screened from public view, either with landscaping or an enclosure that is approved by the Developer.
27. There shall be no more than one dwelling on any one said lot. Developer must approve exterior colors. Foundation blocks must be covered on all sides with masonry or stone. Stucco foundations are not acceptable. Front exterior of dwellings must be at least partial masonry with hardiplank, board and batten, shake, vinyl etc., to be approved by Developer. No 12" masonite siding allowed. Garage doors are to be carriage style doors and approved by Developer.
28. All roofs shall be of a 8/12 pitch or more and be roofed with dimensional or architectural shingles.
29. Each house shall have electric lamppost mailbox as selected by Developer. This mailbox shall be installed by builder/ owner and paid for by same. The mailbox / light is to be used on each lot and shall be operated with a photo cell sensor and operated every night from dark to dawn. No light poles are to be permitted.
30. Each residence constructed upon a lot must be served by a driveway and paved with concrete. Location and size of driveway must be approved by Developer.
31. Each and every lot shall have constructed a sidewalk set one (1) foot back from the curb. This sidewalk must be forty-two (42") inches wide and built to county standards. Sidewalks are to be constructed by the builder before or upon completion of house. Sidewalks and driveways are considered part of the landscape plan. Sidewalks are to be constructed at owner's/ builder's expense.
32. All pools, pool houses, playground sets, etc. must be approved by the Developer as to location, style, materials, and size. There shall be no detached garages or outbuildings permitted.
33. The annual assessments levied by the Developer or Association are for the improvement and maintenance of the common areas such as : mowing, landscaping, and landscape maintenance.
34. Until the transfer of governing authority from the Developer to the

Association the amount of the annual assessment shall be set by the Developer at such amount as the Developer in its sole discretion deems appropriate for improvement and maintenance of the common area. Thereafter, the amount of the annual assessments, shall be set by the association unless sixty/six and two thirds per cent (66 2/3%) of the members who are in attendance or represented by proxy vote to increase or decrease the said annual assessment set by the association.

35. The annual assessment of \$240.00 shall commence on the date of transfer of title to the owner from the Developer or builder. The amount of the first Annual assessment shall be prorated at the time of title transfer. The annual assessment shall be due and payable upon the first day of the year.
36. At which time any lot, whether vacant or built out, is sold any assessments which may be owed to the Developer or Association, shall be collected at closing and paid to the Developer or Association.

In the event of the violation, or attempted violation, of any one or more of the provisions of this Declaration, the Developer, its successors or assigns, including all parties hereinafter becoming owner of any one or more of the lots or the Association can but shall not be required to 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. Further, the Developer or Association may grant variances of the restrictions set forth in this Declaration if such variances do not, in the sole discretion of the Developer or the Association, adversely affect the purposes sought to be obtained. Such permitted variances shall be given by the Developer in form for recording and the burden of recording shall be upon the person seeking such variance.

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

Any failure to enforce upon the breach of any covenant shall not be deemed a waiver to enforce any other breaches of the covenants contained herein, and a continuing failure to observe any covenant herein shall be deemed a new breach on each calendar day it continues, regardless of the fact no new act or

occurrence has been taken by defaulter, but shall be deemed to arise simply by the continuing event of breach which is contrary to the Restrictive Covenants.

Upon violation of any restriction the enforcement of these restrictions shall be given in writing by registered mail, return receipt requested. The owner shall at that time be given (14) fourteen days in which these violations must be corrected.

Each and every one of the aforesaid covenants, conditions, and restrictions, shall attach to and run to each and every one of said lots of land and all titles to and estates therein, shall be subject thereto and the same shall be binding upon each and every owner and occupant of said property for a period of thirty (30) years from the date hereof and shall be extended automatically to said lots for successive period twenty five (25) years thereafter.

WITNESS my hand this 19th day of April 2007.

DWH DEVELOPMENT, LLC.


DARRYL DODSON, Member

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public of the State and County aforesaid, personally appeared DARRYL DODSON, 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 member of DWH DEVELOPMENT, LLC. , the within named bargainer, a Tennessee corporation, and that he as such executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this 9th day of April, 2007.

[Handwritten Signature]
Notary Public

My commission expires:

11-2007

[Handwritten Signature]
This instrument prepared by:
Darryl Dodson
4635 Woodland Lane
Hixson, Tennessee 37343

