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**RESTRICTIVE COVENANTS FOR THE PRESERVES AT DALLAS PARK  
PHASE I, (LOTS 1-9)**

WHEREAS, SINGER PROPERTIES, THE PRESERVES AT DALLAS PARK, LLC, a Tennessee Limited Liability Company (hereinafter "Developer" or "Builder") is the owner of property known as **THE PRESERVES AT DALLAS PARK, PHASE I** as shown by plat recorded in Plat Book 84, Page 126 in the Register's Office of Hamilton County, Tennessee. It is now the 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 through measures which shall include but not be limited to: i) The protection of individual property rights; ii) the positioning of residential units, communal facilities and other improvements on the site to preserve the privacy of the owners of individual lots; iii) the positioning and design of residential units and communal facilities and the use of materials to optimize exposure to sunlight and views, minimize lot maintenance costs and minimize the costs of the heating and cooling of individual and communal structures and facilities; iv) preservation of the existing topography, flora and fauna as fully as possible; and v) minimization of erosion during and after construction. These restrictive covenants and conditions are to be effective, whether or not they are set forth specifically in subsequent conveyances. However, at any time, the Developer may amend these restrictions to cover and apply to any of the property conveyed to it in Book 8015, Page 371 in the Register's Office of Hamilton County, Tennessee, or any subsequently acquired property that is adjacent to the property in said deed. If the Developer amends these restrictions to include any of the property as recorded in Book 8015, Page 271, said Register's Office or any adjacent property, the Developer may, at its discretion, make changes to these restrictions as they would apply to such property.

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) LAND USE AND BUILDING TYPE. All lots shall be used for RESIDENTIAL PURPOSES OR COMMUNAL FACILITIES ONLY. No building shall be erected, altered, placed, or permitted to remain on any lot other than ONE DETACHED SINGLE-FAMILY DWELLING, the wall height of which shall not be more than 25 feet above the maximum elevation of the lot it occupies and any roof peak

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shall not be more than 35 feet above the maximum elevation of the lot. Each dwelling must include a garage for a minimum of two cars, either attached to the main dwelling or beneath the same. NO OUTBUILDINGS are permitted.

All driveways must be surfaced with concrete, exposed aggregate or an alternative durable surface approved by the Design Review Committee. Builder to place a 4 foot wide integrated sidewalk 2 feet from the curb. The sidewalk is to be surfaced of concrete, exposed aggregate or an alternative durable surface approved by the Design Review Committee.

All residences must have a shielded, downward-oriented electric light located within ten (10) feet of the street or at the mail box post.

(2) DWELLING SIZE. The main dwelling structure must have a minimum internal floor area of 2000 square feet if multiple stories, or 1800 square feet if one story construction. This space must be fully finished usable space. This is exclusive of basements, porches and garages. However, the Developer may, at its discretion, may change the minimum square footage for subsequent Phases.

(3) BUILDING LOCATION. No building shall be located on any lot less than 10 feet from a lot line abutting a neighbor's property except where neighboring properties have abutting walls on a shared property line where those abutting walls conform with all applicable codes for fire protection and acoustical insulation. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a 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 REGULATIONS.

(4) LOT AREA AND WIDTH. It is provided that no more than one dwelling shall be erected or maintained on any one lot. This will not prevent the use of one or more lots or parts of lots as a single building lot, provided 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 parked on a private driveway, nor shall the owner of any lot in the subdivision park a tractor truck in the street or streets therein. Motor homes, campers, boats and any vehicles larger than pick-ups cannot be parked on site unless they are completely inside a garage.

(6) TEMPORARY STRUCTURES. No structure other than the permanent residence approved for a lot may be used for residential purposes. The intent of this paragraph is to prevent the use of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure on the lot as a temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar

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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 the commencement of construction.

(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. Pets must be kept inside the house or to the rear of the home, they cannot be kept in the front yard.

(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 for collection by the public authority responsible for collection or for privately-contracted collection no less frequently than once per week. All 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) EXTERIOR BUILDING MATERIALS. All Exterior siding are to be made from Hardie Board, brick or stone. Soffit must be hardie. 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. The foundations of the building must be covered with brick or stone. All exterior structural and/or finishing materials, including those used for porches and steps, must be approved by the Design Review Committee prior to construction.

12. EXTERIOR WINDOWS. At least 75% of the front exterior windows must be a minimum of six (6) feet high.

(13) ROOF. The roof of the dwelling and attached garage must have a minimum pitch of 8/12. This requirement will not apply to porches.

(14) PROPANE TANKS. There are to be no propane tanks installed on the property.

(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. Before any residence is occupied all debris must be removed from the entire lot.

(16) TREE REMOVAL. Any proposed tree removal of healthy trees 2" (two inches) or more in diameter (dbh) will be subject to the written approval of the Design Review Committee. Removal of trees will be discouraged except where: i) their principal trunks are less than 20 feet from the footprint of a structure; ii) such trees constitute a safety

hazard for the structure and its occupants; iii) their removal is necessary to admit adequate daylight to the interior of the structure; iv) their removal is necessary to provide for scenic views from the property; v) where their removal is desired to provide for the active use of outdoor space; or vi) where they are diseased or damaged in such a way as to constitute a threat to the healthy survival of other trees on the property; in this case trees removed shall be replaced by healthy trees of the same or similar species 2" or more in diameter (dbh) and at least six feet in height. In all cases the removal of trees that provide privacy to neighbors will be discouraged

(17) 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 period, said signs referring only to the premises on which they are displayed. No such sign shall exceed nine (9) square feet in size or have an overall height exceeding four (4) feet above ground level.

(18) SATELLITE DISHES. No satellite receiver or dish more than eighteen inches in diameter may be installed outdoors on any lot. 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.

(19) EXTERIOR LIGHTING. All exterior lighting with the exception of lighting highlighting specimen trees shall be shielded and downward-oriented to minimize light intrusion in the night sky and shall conform with the design guidelines of the International Dark Sky Association (IDA) for residential areas. Lighting used to highlight specimen trees shall not be lit after 10:00 p.m.

(20) FENCING. Fencing shall only be allowed from the midpoint of the house to the back of the house as for the anterior starting point. The Fence can extend posteriorly to the lot line. Fencing material and construction must be approved by the design review committee. The objective of this is to maintain the front façade congruency between homes in the development.

(21) REVIEW AND APPROVAL BY THE DESIGN REVIEW COMMITTEE. Within the other covenants spelled out here the site plans for individual lots, proposed site grading, proposed tree clearance, proposed landscaping and the design, orientation and materials of individual and communal structures shall be subject to the review and written approval of a Design Review Committee established by the Developer. This Committee will be responsible for approving designs to assist in achieving a high design quality (and market value) for individual lots and the overall project.

When requested, the design review committee will present principles of sound site planning, landscaping, housing design and streetscaping and for achieving visual compatibility among structures and high esthetic and environmental quality throughout the project. They will not be used to require the use of specific designs or architectural styles. "Traditional", "contemporary" and other design styles will be acceptable provided they are satisfactory to the Design Review Committee for quality and compatibility.

(22) 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 the Design Review Committee and written approval thereof procured.

Buyer will have 90 days to submit plans for approval to the Design Review Committee and 150 days to commence construction.

The Design Review Committee will have a maximum of 7 days to review the plan. If changes are necessary, an additional seven days may be applied to the 150 day to commence construction date. If there is an additional review necessary, the Design Review Committee will respond within 3 days.

If the construction commence date has not been met, the developer may exercise an option of repurchasing the lot with a penalty of 10% below the original sales price.

(23) 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. The Developer, and then the Homeowner's Association when it takes over, 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 broken, particularly when new. Also, all owners of lots must keep the street clean and clear of concrete blocks, concrete, building materials and soil while a residence is under construction.

The homeowner has two weeks upon receiving notice from the association or developer of a violation of the restrictions to correct any violation. If they fail to correct the violation the homeowner will receive a second notice. After four weeks from the date the first notice was delivered, the developer or the Homeowner's association may enter the said lot and correct the violation, and then file a lien against the property owner, billing them for the correction of these deficiencies. They will be billed for the full amount of correcting the violation plus all costs associated with filing the lien. In the alternative, the developer or Homeowner's Association may choose to file a lien against the property for the estimated cost of correcting the violation.

The goal of this is to maintain uniformity within the development which is orderly and attractive.

(24) TERM 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 owners, of the lots, has been recorded agreeing to change said covenants in whole or in part.

182

However, 75% of the owners of the properties covered by these restrictions may amend them at any time. However, so long as the Developer retains control of any of the lots or units covered by these Restrictions, including amendments, it may alter or amend the Restrictions as they pertain to its remaining units or lots.

(25) 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 the Developer or the Homeowner's Association, 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. Both the Developer and the Homeowner's Association have the right and the privilege of waiving minor violations of these restrictive covenants and conditions when the same do not, in its 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. A Design Review Committee, appointed by the Developer, shall be established to supervise the observance of the Covenants and Restrictions. When the Developer has sold all of the property covered by these Restrictions, including any additional phases/properties added by amendment or other means, the Design Review Committee shall be succeeded by the Homeowner's Association.

(26) FEES. The Homeowner's Association can charge annual fees per year per unit or lot. These fees can be paid quarterly and can be set at an initial maximum of \$240 a year. The Homeowner's Association may increase the annual fees, but not by more than 10 % a year.

At 75% of lots sold in this phase or at 3 years from the first sale, whichever comes first, the homeowner's association can be established by the homeowners. They can at their discretion change the amounts and have assessments by a 75% affirmative vote of homeowners.

(27) COMMON ELEMENTS. Every owner/occupant of a unit or lot shall have full access to all the common elements of all the phases. Common Elements shall include pools, exercise centers, roads, walkways or any other structure/location deemed a common element by the Developer or the Homeowner's Association.

(28) 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.

These restrictions are recorded as of

6/1/07

Signed by

SINGER PROPERTIES, THE PRESERVES AT DALLAS PARK, LLC

Geoffrey L. Singer, MD, Member

Developer, The Preserves at Dallas Park

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Hamilton

Before me, James J. Ames, a Notary Public in and for said state and County, personally appeared Geoffrey Singer, Member of Singer Properties: The Preserves at Dallas Park, LLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be a member of Singer Properties: The Preserves at Dallas Park, LLC of Singer Properties: The Preserves at Dallas Park, LLC, the within-named bargainer, a Limited Liability Company, and that he or she as such member executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself or herself as such member.

WITNESS my hand and seal at office, on the 15<sup>th</sup> day of June, 2007.

James J. Ames  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/19/2010

Prepared By:  
The Preserves at Dallas Park  
P. o. Box 4267  
Chattanooga, TN 37405

