

RESTRICTIVE COVENANTS

The Shrubbery, Lots 1 through 9

1. All parcels or lots within the development and subdivision shall be owned and used exclusively for single family residential purposes. No more than two dwellings per ten (ten acres shall be constructed on any parcel as platted.

2. Dwelling units shall be constructed having a minimum floor area of one thousand eight hundred (1,800) square feet exclusive of garage and basement (finished or unfinished), covered walks and open and porches.

3. Free standing garages and accessory buildings may be constructed and may be used for temporary residence purposes such as living quarters for one or more employees of the owners. Garage door entrances shall not be visible from the development roadway. Building materials for these structures shall be similar in kind to the dwelling unit. Storage buildings shall not be visible from the development roadway.

4. Lots or tracts in the subdivision shall have no further subdivision by any owner, unless over 5 (five) acres. The developer and the lot owners shall have the right to adjust the boundary lines between their lot and adjoining lots as long as no new lots under 5 (five) acres are created. If two or more lots are combined, the interior boundary lines shall be abandoned so the combination becomes a single lot.

5. No broad vinyl or plastic siding, asbestos siding or shingles shall be used on any permanent structure and dwelling unit within a lot. Brick, log, wood, stucco or natural stone, perma stone, or 'hardie board', shall be used on all exterior and "above foundation" elevations and building sides of all permanent structures and dwellings.

Before commencement of construction, plans and specifications for any dwelling unit, detached garage or accessory buildings shall be submitted for approval by the Developer, or its successors or assigns, and prior written permission shall be procured. The Developer may form a committee, selected at Developer's sole discretion, for consideration of such plans and specifications. The Developer's approval shall not be unreasonably withheld or delayed. The Developer will consider many features for approval such as architectural style, roof pitch, masonry and siding materials as well as setback compliance, etc. Any dwelling unit or structure being erected shall be completed within 18 months of pouring the footings for such dwelling unit or structure.

6. No mobile homes, house trailers, shacks, doublewides, or temporary housing of any type shall be located on any lot. All boats, boat trailers, campers motor homes and the like must be kept out of sight from other homes. Use of trailers or campers during construction of improvements shall be limited to the lot owner only and shall not exceed eighteen months of continuous occupancy.

7. Neither dwelling unit or any part thereof, exclusive of terraces, stoops, steps, and other such areas not covered by a roof, nor any other structure, shall be erected or maintained nearer than seventy five (75) feet to the front or street line of any lot; provided, however, that where the topography or depth of the land makes this impractical, the Developer in its sole discretion, may reduce the setback lines to a practical and workable number of feet to allow a suitable building or foundation site. No dwelling unit,

with the exclusions set forth above, nor any other structure, shall be located nearer than seventy five(75) feet to any side or interior lot or property line

8. There shall not be erected, permitted, maintained or operated on any lot any privy, cesspool, vault or any form of privy except such sewage system as meets the requirements of all government authorities which have jurisdiction. All dwelling units shall have septic tank and field lines of the type and quality approved by the State of Tennessee Department of Health and approval of said facilities must be so obtained prior to occupancy. The effluent from such system shall not be permitted to discharge into a stream, ditch, or and approval of said facilities must be so obtained prior to occupancy. Each dwelling unit when built may utilize as its main source of water supply the existing public water main located in the right-of-way of fronting all lots in the subdivision. Private water wells may be drilled and maintained on any residential lot with prior approval by the State of Tennessee Department of Health pertaining to quality standards location and safety standards

10. No property owner will do a permit to be done any act upon his property which maybe or is or may become a nuisance to other property owners or residents

11. No lot shall be used for any commercial purpose including but not limited to public campsites unless approved by the Developer.

12. No garbage or refuse piles, hazardous materials, trash deteriorating vehicles, auto parts, or other unsightly objects shall be allowed to be placed or suffered to remain on any part of any lot, including vacant building sites. Right of ways shall be kept free of fallen trees and limbs in a safe and orderly manner by each owner.

13. No leasing of hunting rights shall be allowed. Any hunting or trapping of game or water species, target or trapshooting or discharge of firearms shall be done only with proper licenses and in accordance with applicable governmental requirements regarding safe practices, including appropriate 'posting' of lot boundaries.

14. Lot owners shall be permitted to keep horses, farm animals or fowl confined within the boundaries of their lot and in accordance with applicable zoning laws and regulations. Lot Size shall determine the number of large animals allowed to one and one half (1.5) acres per large animal.

15. Household pets, such as dogs and cats may be kept or maintained in reasonable numbers solely as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. All pets must be under the control of their owners at all times and must not roam at will nor create a nuisance to other property owners or residents

16. All propane tanks and other such tanks shall be either screened from the road and adjoining lots or buried.

17. There shall be no dumping or refuse disposal over the brow/bluff in ravines, or in water tributaries or ponds

18. All developed lots must have adequate provisions for off-street and off-road parking for residents and guests.

19. Lots shall not be clear cut and shall remain for practical purposes in the same natural setting and at wooded forest as found. Areas within fifty (50) feet of the brow shall be limited to improvements for recreational purposes only (for example patios, decks, gazebos or out-buildings). Selective and partial removal and trimming of trees for view purposes shall be permissible within the boundaries of an owner's lot and undergrowth of six (6) inches diameter and less may be cleared without the approval of Developer. Lots with natural waterways shall maintain natural habitat within thirty (30) feet of the watercourse and the removal of native trees and flora shall not be permitted. Unless approved and amended for change by the design committee.

20. Satellite dishes and antennas must not be visible from road. No antennas of a commercial nature shall be constructed or kept on any of the lots.

21. All utility service lines, including but not limited to water, electrical, telephone and cable TV must be located and constructed underground as they are brought into lots, homes or other structures from primary service lines along rights-of-way reserved for such purposes.

2. Any proposed fencing will be subject to the approval of the Developer

23. Any damage done to street or curbing by the owner of any lot or by the owner's contractor will be repaired immediately at the expense of the owner. Driveways will be properly tied in to the roadway to assure continuity of road grade, stability and stormwater runoff.

24. All lots served by the development roadway are subject to the Private Road Agreement. That certain lot which is served only by Hassler Road is excepted from the Private Road Agreement.

25. Mail boxes will be located at the entrance to The Shrubbery in a receptacle provided by the Developer.

26. Permanent signs are not permitted in public view on any lot. Temporary signs, "for Sale", "For Rent" or an advertising sign may be utilized by a owner's builder. No real estate sign shall be greater than 61 square feet and advertising signs shall not exceed 4 square feet. All signs shall be promptly removed upon completion of sales activity.

27. Short Term Vacation Rental uses shall be at the sole discretion of the Developer and considered on case-by-case basis.

28. These Covenants and Restrictions shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, its successors heirs or assigns for a period of thirty (30) years from the date first recorded. The Covenants and Restrictions may be amended, modified or revoked in any respect from time to time by Developer. Notice of consideration of such actions will be sent to all lot owners in the Development so that lot owners will have the opportunity to attend a meeting scheduled by the Developer and review such considerations. Attendance of the meeting by any lot owner other than Developer does not in any way grant amendment authority or the right to vote on approval of proposed amendments to any lot owner, other than Developer. An amendment adopted shall become effective upon its recording with the County Recorder and the Developer shall execute, acknowledge and record the amendment and certify that it has been adopted. In the event Developer elects to sell or transfer ownership of Developer's real property or is no longer an owner of property within the Development, the rights of the Developer herein shall be transferred to the then-existing lot owners within the Development.