

RESTRICTIVE COVENANTS  
FOR  
TROJAN RUN SUBDIVISION

Bobby Keyes (herein "Developer") is the owner in fee simple of a tract of land located in Hamilton County, Tennessee, said tract of land being described as Trojan Run Subdivision (herein "Subdivision") and having been subdivided into Lots One (1) through Fifty-three (53) as shown on plat of record in Plat Book 63, Page 49, in the Register's Office of Hamilton County, Tennessee, (herein "Lots") and Developer desires and intends to develop said Subdivision as an exclusive and attractive residential subdivision;

Now, therefore, in consideration of the premises and for the purposes set forth herein, Developer does hereby impose and charge upon each and all of the Lots for the period set forth herein, the following special covenants and restrictive conditions, to-wit:

1. Prior Approval of Plans. No building, boundary, fence or wall, or other structure shall be commenced, erected, placed or altered on said land until the plans and specifications showing the nature, kind, shape, dimensions, materials, exterior color scheme, and location of such structures shall have been submitted to and approved in writing by Developer, or his duly authorized representative; provided, however, that if the Developer or his duly authorized representative shall fail to approve or disapprove any proposed plans, specifications or locations within thirty (30) days after submission for approval, such plans, specifications and locations shall be conclusively deemed to have received the approval of the Developer, or his duly authorized representative. The Developer shall have the right to reject, or not approve any plans, regardless of such plans meeting the specifications set forth herein, so long as such rejection or non-approval is not arbitrary or capricious. Developer is to be provided with two sets of plans, one of which will be retained by Developer.

2. Overall Planning. The Developer shall have the right to disapprove any plans, specifications or locations which, in his opinion, are not suitable or desirable for aesthetic or other reasons; and in so passing upon such plans, specifications and locations, he shall have the right to require, at owner's expense, elevation drawings to scale together with topographic recordings of the site related to the road on which the lot fronts and to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built and of the site upon which it is to be erected, the total investment contemplated, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the outlook from adjacent or neighboring properties.

3. Use of Land. (A) The Lots shall be used for private residential purposes only; no building of any kind whatsoever shall be erected or maintained on the land subject to these restrictions except:

(i) private dwelling houses having a ground area of heated living area in the main structure, exclusive of open porches, garages, eaves and steps of at least 1,400 square feet for a one-story or split-level structure; 950 square

(1)

feet (ground floor area) for a one and one-half story structure; or 950 square feet (ground floor area) for a two-story structure; each dwelling house shall be designated for occupation by a single family; in no event shall any private dwelling house contain less than 1,400 square feet of heated living area, exclusive of open porches, garages, eaves and steps;

(ii) garages attached to the private dwelling house for the sole use of the respective owners or occupants of the Lot upon which such garages are erected; Each dwelling house shall have a minimum double car garage; and

(iii) bath houses accessory to swimming pools. Not more than one private dwelling house shall be erected or maintained upon any Lot. A Lot as used in these restrictions shall be defined as one or more entire Lots as shown upon the plat referenced herein and a part or parts of any adjoining Lots.

(B) No private dwelling house shall be designed, patterned, constructed or maintained to serve for the use of more than one single family, and no dwelling house 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 purposes, nor shall any Lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses.

(C) No dwelling house shall be located on any Lot nearer to the front line of said Lot than 25 feet or nearer to any side of said Lot than 10 feet or nearer than 25 feet to any rear Lot line, unless otherwise permitted by the Developer.

(D) No part of any Lot shall be used for residential purposes until first, a completed dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon, the intent of this paragraph (D) being to prevent the use thereon 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 a temporary character, including trailers and similar structure, shall be erected or permitted to remain on any Lot except during the period of construction.

(E) Any dwelling house being erected on a Lot shall be completed within 12 months from the date of the pouring of the footings for said dwelling house.

(F) No fence which is observable from the public rights of way may be erected or maintained unless same is a living fence or made of wood, and, in either event, shall not be permitted to exceed 4 feet in height above the ground from which it derives its support and from which it shall be measured. Any fence erected on any Lot must not be located nearer to the front lot line than the line of the rear elevation of the dwelling house, extended in a direct line to the side lines; and 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 dwelling house, extended in a direct line to the rear lot line.

(G) No business, professional or non-professional, commercial and/or manufacturing enterprise of any kind or nature shall be maintained on, about or in connection with a Lot.

(H) Only quality materials and design will be accepted on any structure built on any Lot and permastone and exposed asbestos shingles are specifically prohibited. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer or stone; Stucco is permissible in the rear of the structure.

- (I) All Lots 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). In the event that an Owner of a Lot fails of his own volition to maintain his Lot in a neat and orderly condition, the Developer may enter upon such Lot without liability and proceed to put said Lot into an orderly condition, and the Owner shall be responsible for the cost of such work. In the construction of a dwelling house upon a Lot, the Lot Owner shall keep all debris cleared from the street or streets bounding the Lot; and before any dwelling house is occupied, all debris must be removed from the entire Lot.
- (J) No exhibition, fair, festival, show or other activity that attracts or is intended to attract, divert or collect a large number of people shall be conducted or allowed on any Lot.
- (K) Only the usual domestic pets may be kept and no horses, cattle, swine, goats, poultry, fowl, or other similar farm animals shall be permitted on any Lot.
- (L) No clothesline or drying yards shall be permitted unless concealed by hedges, lattice work, or screening acceptable to the Developer.
- (M) Athletic equipment, such as but not limited to, basketball backboards, shall not be permitted in any front yard.
- (N) Satellite dishes shall not be permitted unless concealed from view from users of any public rights of way and also concealed by hedges, lattice work, or screening acceptable to the Developer so as to be effectively concealed from view from adjacent Lot owners. Normal television antennas connected to a dwelling house shall not be deemed to violate this restriction.
- (O) There shall be no vegetable gardening carried on at any Lot within view from users of the public rights of way.
- (P) All refuse shall be collected in suitable containers which shall be stored, except for days of garbage collection, in areas out of view from users of any public rights of way.
- (Q) No vehicles having more than two axles shall come upon or be stored on any Lot, except for the purposes of delivery by a commercial enterprise not affiliated in any way with the Lot owner.
- (R) No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (S) Whether expressly stated so or not in any Deed conveying any one or more of said Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.
- (T) The Developer shall have the right to alter, change, divide or subdivide any Lot within the subdivision as he, in his sole discretion, may desire. None of the Lots shall be re-subdivided by any other Owner thereof but shall remain as shown on the recorded plat except that two or more Lots may be combined as one in which event the set back restrictions shall be construed as pertaining to the side lines of the two or more Lots as combined.
- (U) Roof lines are to have at least a 5-12 pitch, unless otherwise approved by Developer.

(V) Each dwelling constructed upon a Lot must be served by a driveway, paved with concrete, brick, laid stone or asphalt.

(W) All Lots are subject to the easements, conditions and obligations for utilities, drainage and access as shown and imposed on the plat of Trojan Run Subdivision, which is of record in Plat Book 63, Page 49, said Register's Office.

(X) Whether expressly stated so or not, in any deed conveying any one or more of said Lots, each conveyance shall be subject to these restrictive covenants and existing governmental zoning and subdivision ordinances or regulations in effect thereon.

(Y) In the event of violation of set-back lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by Developer. Further, Developer reserves the right and privilege to waive minor violations of these Restrictive Covenants when the same do not, in his judgment, materially adversely affect the purposes sought to be attained by these Restrictive Covenants, and providing further that the same shall not be in violation of any zoning applicable thereto, or that variance from the proper zoning authorities as to any such zoning violation shall have also been obtained.

(Z) Upon the recording of any deed in the Register's Office of Hamilton County, Tennessee, conveying title to any Lot in the Subdivision, the grantee/purchaser thereof shall assume all responsibilities and obligations to abide by and conform to any local, state or federal requirements, ordinances, rules and/or regulations as to storm water or surface water run-off. All expense associated or imposed by such requirements, ordinances, rules and/or regulations shall be the paid by said grantee/purchaser, and not by the Developer.

4. Severability: Non-waiver of Covenants and Restrictions.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions shall be construed by judgment or decree 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 covenants and restrictions are not interdependent but severable, and any one would have been adopted even without the others. Failure to enforce any covenant or restriction herein as to any particular Lot shall not constitute a waiver of the right to enforce such covenant or restriction as to such Lot until the expiration of 6 years from the date of breach thereof. Failure to enforce any covenant or restriction herein as to one Lot shall not constitute a waiver of the right to enforce such covenant or restriction as to any other Lot covered by these covenants and restrictions.

5. Application Only to Stated Lots. It is expressly stipulated that the covenants and restrictions set forth in this instrument apply solely to the herein listed Lots, and are not intended to apply to any other lots, tracts or parcels of land in the area or vicinity, owned or developed by Developer.

6. Application Cumulative in Nature. The covenants and restrictions in this instrument shall be deemed cumulative in nature as to any other instrument, law, zoning ordinance, or other instrument having the force of law and binding the owners of any Lot to any other covenant or restriction on the use of any Lot. To the extent any other document, law, zoning ordinance or other instrument shall be inconsistent with these covenants and restrictions, the more restrictive provision shall prevail.

7. Binding Effect of Covenants and Restrictions. Each and every one of the aforesaid covenants and restrictions shall attach to and run with each and every of the said Lots 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 the same until May 1, 2025, and shall be extended automatically to apply to each of said Lots for successive periods of 10 years unless by action of a minimum of 66 2/3rds of the then Owners of the Lots, it is agreed to change said covenants and restrictions in whole or in part, provided further that the instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee. Neither the Developer nor any party or parties claiming under him shall or will convey, devise, or demise any or either of said Lots or any part of same, except as being subject to the said covenants and restrictions, and the obligation to observe and perform the same. The said covenants and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or restrictions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.

8. Easements. Developer reserves for himself, his heirs and assigns, a permanent easement under, along and over the easements as shown on the master plan of the development for carrying of utilities, water or sewage and for the necessary maintenance of such facilities. Nothing shall be done on any Lot that interferes with the natural drainage of surface water and which results in injury to other property.

9. Sanitation. Before any dwelling house shall be occupied, the dwelling house shall be connected to a public sewer or shall be provided with a private septic tank sewage disposal system which shall be constructed and maintained in accordance with the Sanitation Code and specifications prescribed by any applicable governmental authority.

10. Right to Abate Violations. If any Owner at any time violates or attempts to violate any of the covenants or restrictions as provided herein, the Developer or any other Owner may bring proceedings at law or in equity against the Owner violating or attempting to violate to prevent such Owner from so doing and the Developer or other Owner may recover damages incident to such violations, including Developer's or such Owner's reasonable attorney fees and court costs in prosecuting suit.

11. Right to Enforce. The provisions herein contained shall inure to the benefit of and be enforceable by: (a) Developer, his heirs and assigns; (b) the grantees in deeds conveying Lots in said subdivision, their respective heirs, executors, administrators, successors and assigns.

12. Right to Assign. Any or all of the rights, powers, duties, and obligations which are herein assumed by or reserved or given to the Developer may be assigned and transferred to a homeowner's association at such time as the Developer shall determine. Upon such assignment or transfer, the assignor or transferor and his heirs and assigns, or the Developer shall thereupon be released from all rights, powers, duties and obligations, implied or otherwise, reserved or given to and assumed by the Developer in this instrument.

13. Signs on Lots. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than 3 feet in height advertising the property for sale, or signs used by Developer to advertise the property during the construction or sales period.

14. Interpretation. The provisions of these covenants and restrictions shall be liberally construed to effectuate their purpose and intent.

15. Law Governing. These covenants and restrictions are made in the State of Tennessee, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of the State of Tennessee.

16. Effective Date. These covenants and restrictions shall become effective upon its recording in the Register's Office of Hamilton County, Tennessee.

Witness my hand this 10th day of May, 2000.

Bobby Keyes, Developer

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this the \_\_\_\_\_ day of May, 2000, before me personally appeared Bobby Keyes 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, acknowledged that he executed the same as his free act and deed.

Witness my hand and Notarial Seal.

Notary Public

My Commission Expires: \_\_\_\_\_