

RESTRICTIVE COVENANTS ON COLONIAL SHORES, UNIT 6

WHEREAS, the undersigned, DON WILLIAMS CONSTRUCTION COMPANY, INC., a Tennessee Corporation, is vested with title to certain property in Hamilton County, Tennessee, being property which has been platted as Lots Nos. 191 through 213, inclusive, Colonial Shores, Unit 6, as shown by Plat recorded in Plat Book 34, Page 20, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is the plan of the said Don Williams Construction Company, Inc. to devote said lots to restricted residential purposes;

NOW, THEREFORE, IN CONSIDERATION of the premises and for the protection of the present owner as well as future owners of lots in said subdivision, this Declaration and Agreement is made:

Each and every conveyance of any one of said lots shall be subject to the special covenants and restrictive conditions herein set forth, which will run with the land, whether mentioned or referred to in any Deed, and which shall be in effect only upon the lots in Colonial Shores, Unit 6, as hereinabove referred to (and specifically shall not apply to any other lands in the area), as follows:

(a) All of said lots 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, and attached two-car carport or garage.

(b) No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single-family, and no residence shall be used as a multiple-family dwelling at any time, nor be used in whole or in part for any business service or activity, or for any commercial purpose; nor, shall any lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses.

(c) No residence shall be located on any one of said residential building plots nearer to the front line or nearer to any side street line than twenty-five (25) feet, nor nearer than ten (10) feet to any side lot or property line, nor nearer than twenty-five (25) feet to the rear boundary line.

(d) No noxious or offensive trade or 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.

(e) 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 (e) being to prevent the use thereon of a garage, incomplete structure, trailer, tent, outbuilding, or other structure as a 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 except during the period of construction.

(f) Any residence being erected on a lot shall be completed within eight (8) months from the date of the pouring of the footings for said residence.

(g) As to all lots in said subdivision, no dwelling shall be erected or permitted to remain on any one of said residential lots of less enclosed main living area of the main structure, exclusive of open porches, carports or garages, than:

- (1) A 2-story residence with attached double garage or carport, 1,200 square feet on the first floor.
- (2) A 1-story residence with full basement and double garage in basement, 1,800 square feet, on the main floor.
- (3) A 1-story residence with full basement, and attached double garage, 1,600 square feet, on the main floor.

- (4) A 1-1/2 story residence with attached double garage, 1600 square feet on the first floor.
- (5) A 1-1/2 story residence with garage in basement, 1800 square feet on first floor.
- (6) A split-level residence with attached double garage (not counting finished basement) 1600 square feet.
- (7) A split-level residence with garage in basement (not counting finished basement) 1800 square feet.

In the case of houses known as split-levels: In order for a level to qualify as a main living area, it must be exposed for full height on three sides. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of Don Williams Construction Company, Inc., its designates, successors or assigns, shall be final.

(h) All dwelling houses shall have conventional and acceptable, frontal appearance from the main street fronting said lots. No boats, trailers or campers will be allowed to be parked on streets or in driveways.

(i) No one of said residential lots shall be resubdivided, but shall remain as shown on said recorded plat; provided, however, that two or more lots may be combined as one lot, in which event, the restrictions imposed by paragraph (c) above, pertaining to side lines, shall be construed as pertaining to the outer side lines of said two or more lots as combined, and provided further that Don Williams Construction Company, Inc., its designates, successors, or assigns, retain the right and power in its discretion to alter its boundary, lot, or division lines. No part of lot shall be used for purposes of a road right-of-way.

(j) No asbestos siding shall be used on a dwelling house on any of said lots, and no concrete blocks shall be exposed to view from any side of such dwelling house, unless veneered with masonry.

(k) Before any building permit is issued or construction is commenced or carried on, plans, specifications, and plot plan for any dwelling house to be constructed on any one of said lots shall be submitted for approval to Don Williams Construction Company, Inc., its designates, successors or assigns, and written approval secured, but approval shall not be unreasonably withheld. In the event any residence has been fully constructed, without any proceedings having been filed in Court to enjoin such construction, it shall be conclusively presumed that such plans, specification and plot plan have been so approved.

(l) No domestic animals, except house pets, shall be kept or maintained on any one of said lots or any portion thereof, or be allowed to run at large and unconfined upon any one of said lots, nor shall any such animals belonging to the owners or occupants of any one of said lots be allowed to roam or run at large on the streets or alleys bounding said lots. There shall be no kennels for commercial breeding of such animals.

(m) The provisions of this instrument shall be subject to governmental zoning and subdivision regulations and ordinances now in force and effect upon said property, or which may hereafter be in force and effect thereon, it being the intent that the will of the community, lawfully expressed, shall be controlling.

(n) 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). In the event an owner of a lot in said subdivision fails of his own volition to maintain his lot in a neat and orderly condition, Don Williams Construction Company, Inc., or its duly appointed agent, may enter upon such lot without liability, and proceed to put said lot into an orderly condition, billing the cost of such work to the owners.

(o) There shall be no detached garages, outbuildings, or servants quarters, but a bathroom built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus, a bathroom will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as set forth in (g) above.

(p) No fences may be erected on any side lot without written approval from Don Williams Construction Company, Inc., its designates, successors or assigns, as to location on lot and type of fence. No chain-link fences will be allowed (only redwood, cedar, or similar wooden material).

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any court of record to be invalid, such action shall affect in no wise any of the other provisions, which shall remain in full force and effect, the owners hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every one of the 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 the same until January 1, 2006, and shall be extended automatically to apply to each and every one of said lots for successive periods of ten (10) years, unless by vote of the then owners of the lots it is agreed to change said covenants, 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. Any conveyance by the undersigned, or any party or parties claiming under it, shall be subject to these covenants, conditions and restrictions, whether therein specifically mentioned or not, and the obligation to observe and perform the same. The said covenants, conditions 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 conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.

Don Williams Construction Company, Inc., or its designates, successors or assigns, shall be vested with authority to grant minor variances from the requirements of these restrictive covenants, provided the same shall not in its opinion materially or adversely affect the purposes sought to be attained by the imposition of these restrictive covenants.

In the event of the violation, or attempted violation, of any one or more of the foregoing restrictive covenants, then the party or parties guilty thereof shall be subject and liable at the suit of Don Williams Construction Company, Inc., or its designates, successors or assigns, or of the then constituted public authorities, or of any owner or owners of lots in the subdivision to be enjoined by proper process from such violation, and shall be liable for such damages as may accrue, it being stipulated that court costs and reasonable attorneys fees incident to any such proceeding shall constitute liquidated damages.

IN WITNESS WHEREOF DON WILLIAMS CONSTRUCTION COMPANY, INC. has hereunto caused its corporate name to be signed by its President, Don D. Williams, on this the 19th day of June, 1980.

DON WILLIAMS CONSTRUCTION COMPANY, INC.

BY: Don D. Williams, President

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this _____ day of _____, 1980, before me personally appeared DON D. WILLIAMS, with whom I am personally acquainted, and who upon oath acknowledged himself to be the President, of DON WILLIAMS CONSTRUCTION COMPANY, INC., the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer thereof.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

NOTARY PUBLIC

My commission expires: _____