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RESTRICTIVE COVENANTS  
 DRAKE FOREST SUBDIVISION

WHEREAS, the undersigned, DASAC CORPORATION, a Tennessee Corporation is the record owner of certain property in Hamilton County, Tennessee, being the property platted as DRAKE FOREST, as shown by plat of record in Plat Book 23, page 113, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is the plan of the Developer to devote the lots in said subdivision to restricted residential purposes;

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owners, as well as the future purchasers 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 conditions, reservations, covenants and agreements, which will run with the land, as follows:

(a) All of said lots in said subdivision 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 carport, or garage, which may also be located in the basement, and which must be for a minimum of two cars. If practical, the garage doors must open from the side or rear elevations of the residence.

(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 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 building shall be located on any lot nearer than 50 feet to the front lot line or nearer than 20 feet to any side street line, or nearer than 10 feet to any interior lot line; further, there may be certain set-back requirements provided for and shown on the subdivision plat, which are incorporated in and made apart of these Restrictive Covenants. If a residence is built on either side of subject lot the residence must be located no closer than the adjacent lots residence, said location may be waived by DASAC CORPORATION. No structure, other than a below ground swimming pool, bath house, outdoor fireplace, will be allowed on each lot. However, it shall be permissible for DASAC CORPORATION a Tennessee Corporation to reduce the front line requirement down to 35 feet, without compliance of (c) herein. For the purpose of this covenants, eaves, steps, and open porches shall not be considered as a part of the building, providing, however, 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 constructed and erected upon any lot that does not conform to the zoning laws and regulations applicable thereto).

(d) It is provided that not more than one dwelling house 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 plot of ground, providing that the division or rearrangement of boundary lines of subdivision lots shall not reduce the basic width and size of the original lots as platted, or increase the total number of lots in said subdivision, and that the same shall conform to zoning laws and subdivision regulations in effect thereon. No lot or any part thereof shall be used as a means of access (either public or private) to other lands or used for the installation of utilities serving other lands. However, this will not prevent the use of one or more lots or parts of lots as a single building site as above set out.

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(e) 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, no tractor trucks or motor homes will be parked on any lot, nor shall the owner of any lot in the subdivision park a tractor truck or motor home in the street or streets therein. Satellite dishes, antennas, etc. must be located so they cannot be seen from the street on which the residence fronts. Further, no activities such as yard sales, garage sales, flea markets etc., will be allowed on any lot.

(f) 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 (f) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as a temporary living quarter 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.

(g) Any residence being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence. In the event said residence is not completed within 12 months the owner will forfeit \$50.00 per day as liquidated damages until the residence is completed, said \$50.00 per day will be payable to DASAC CORPORATION.

(h) No dwelling house shall be erected or permitted to remain in the subdivision unless it has the number of square feet of enclosed living area, exclusive of open porches or screened porches, carports, garages or basements, set forth in this paragraph. For the purposes of this paragraph, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, eaves and steps. In the case of houses which are 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 DASAC CORPORATION, a Tennessee Corporation, its successors, designates, or assigns, shall be final. The number of square feet required is as follows:

- (i) A 2-story residence with attached double garage or carport, 2200 square feet.
- (ii) A 1-story residence with attached double garage or carport, 2000 square feet;
- (iii) A 1-1/2 story residence with attached double garage, 2500 square feet.
- (iv) A split-level, with attached double garage or carport (not counting finished basement) 3000 square feet.  
It shall be permissible for DASAC CORPORATION, a Tennessee Corporation to permit variations in square footage requirements as to the volume contained on a particular floor, so long as the dwelling contains at least 3000 square feet total.

(j) Before any construction is commenced or carried on upon any lot, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to developer, and written approval thereof by developer must be procured. Said plans and specifications submitted will be kept on file by the developer. Because of the developer's

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intense concern that all of said lots develop into a subdivision of character and good taste, many factors beyond minimum square of floor space will be considered before plans and specifications are approved. Some of these factors will include, among other things, such consideration as: how the architectural style fits in with the other homes constructed in the subdivision, roof pitch, masonry and siding materials, window placement, driveway and garage door location and the like. A roof pitch must be a minimum of 8/12 unless otherwise approved by the developer for Two (2) story and 10/12 for single story.

(k) It shall be permissible for DASAC CORPORATION, to rearrange boundary lines of lots, if so desired, and to combine lots or parts of lots into one building plat, provided the same does not result in an increase in the number of lots once the subdivision plat has been recorded. See (d) for exception.

(l) Any damage done to street, sidewalk or curbing by the owner of any lot or by contractor employed to build improvements on any lot will be repaired immediately at the expense of the owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the owner or contractor during the time of construction.

(m) FENCES: Any fence erected on any lot in the subdivision must not be located nearer to the front lot line than the line of the rear elevation of the residence, 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 residence, extended in a direct line to the rear lot line.

(n) Each residence constructed upon a lot in said subdivision must be served by a driveway, paved with concrete, asphalt, brick, laid stone, or similar. Loose stone or rock shall not be permitted.

(o) 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; and, before any residence is occupied, all debris must be removed from the entire lot.

(p) No above ground swimming pools will be allowed on any lot.

(q) No sheep, swine, goats, horses, cattle, burros, fowls or any like animals shall be permitted to be kept or to remain on any of the lots hereinabove described, or to roam at large on any of the streets or way in or bordering the same. There shall be no kennels permitted on any lot in the subdivision, for the commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substance shall be sold within the bounds of said subdivision.

(r) 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.

(s) 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. In the event that an owner fails of his own volition, to maintain his lot in a neat and orderly condition, DASAC CORPORATION, or its 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

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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, and building materials while residence is under construction.

(t) There shall be no detached garages, outbuildings or servants quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus a bathhouse 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 (h) above.

(u) That, before any dwelling on said premises shall be occupied, sewage disposal system, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed, all sewage from the premises shall be turned into such sewage disposal facility, and the same shall be continuously maintained in proper state of sanitation.

(v) 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 DASAC CORPORATION.

(w) The majority of the trees may not be removed from any lot except in the area of the lot upon which the house and driveway are to be constructed. Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the subdivision,

(x) No sign of any character shall be displayed or placed upon any part of the property except those advertising the property for sale or for rent 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 displayed. No such sign shall exceed nine (9) square feet in size nor have an overall height exceeding four (4) feet above ground level.

(y) 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.

In 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 way any of the other provision, which shall remain in full force an effect, the owner hereby declaring the said restrictions are not interdependent but severable, any one would have been adopted even without the others.

It is expressly stipulated that the Restrictive Covenant and conditions set forth in this instrument apply solely to the herein listed lots in DASAC CORPORATION and are not intended to apply to any other lots, tracts or parcels of land in the area or vicinity, owned by DASAC CORPORATION, a Tennessee Corporation, its successors or assigns.

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 title 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, 2022, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years unless, by action of all 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. Neither the undersigned, nor any party or parties claiming under them, shall or will convey, devise or demise any

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or either of said lots, or any part of same, except as being subject to the said covenants, conditions and restriction, and the obligation to observe and perform the same. The said covenants, conditions and restrictions shall run with and 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.

If the undersigned, or any party or parties claiming thereunder, shall violate or attempt to violate any of the covenants or restrictions herein provided before January 1, 2022 or within the extended time as hereinbefore provided, it shall be lawful for DASAC CORPORATION, a Tennessee Corporation, its successors or assigns, or any person or persons owning any lot or lots in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or conditions; and, either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorney's fees.

IN WITNESS WHEREOF DASAC CORPORATION, a Tennessee Corporation, has hereunto caused its name to be signed by its duly authorized Officers on this the 16th day of November, 1982.

DASAC CORPORATION  
By: Nancy Drake Title: VP & Secretary  
By: Carl Drake Title: President

STATE OF Tennessee  
COUNTY OF Ham. / Ken

BEFORE ME, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Carl Drake & Nancy Drake with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged themselves to be the VP & Secretary and President respectively of the DASAC Corporation the within named bargainer, a corporation, and that (he) (she) (they) as such Officer (Officers), being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporation by the said Carl Drake as such Officer, and attesting the same by the said Nancy Drake as such Officer.

WITNESS my hand and official seal at office at Chest TN, this day of 16th of November, 1982.

My Commission Expires: 7/15/85  
[Signature]  
Notary Public (Seal)

100604  
SARAH P. DEFRIESE  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE  
NOV 16 AM 10 46  
BY: [Signature]  
DEPUTY  
REPT #575203

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