

This Instrument Prepared by LEDBETTER & BUCK, Attorneys
P. O. Box 715, Cookeville, Tennessee 38503-0715

RESTRICTIVE COVENANTS APPLICABLE TO
HILLSIDE ESTATES, PHASE I

Randall Clouse, owner in fee simple of the property known as Hillside Estates, Phase I, a plat of which is recorded in the Register's Office of Putnam County, Tennessee, in Plat Cabinet C, Slide C56, hereby makes the following declarations as to limitations, restrictions, and uses to which the lots and/or tracts, in the subdivision, may be put, hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on ourselves and all purchasers of lots and all persons claiming under them, and for the benefit of and limitations upon all future owners of said land, this declaration of restrictions being designed for the purpose of keeping said land desirable, uniform and suitable in architectural design and use as herein specified;

1. No lot in Hillside Estates, Phase I, shall be used except for residential purposes.
2. No residential structure on any lot shall be designed, constructed, or used for more than one (1) family: and, only one (1) house is to be erected or constructed on any lot and/or tract of the above described property.
3. No building shall be constructed or maintained on any lot which extends over the set-back lines as shown on the recorded plat. Front set-back lines as shown on the plat are 40 feet. No structure shall be constructed closer to a rear line than 30 feet; no closer to a side lot than 10 feet; and no closer to a side street than 20 feet. The Declarant expressly reserves the right to amend or alter, in the deed, the minimum set-back lines, when necessary due to topography.
4. A perpetual easement is reserved for each lot, as shown on the recorded plan, for the construction and maintenance of utilities, such as electricity, gas, water, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.
5. No old house shall be permitted to be brought into Hillside Estates, Phase I, to be placed or erected on any lot.
6. No house trailer, double-wide house trailer, modular home, or any type home which is not constructed on site shall be placed or erected on said lots.
7. One-story residences shall contain not less than 2,000 square feet. Two-story and split level residences shall contain not less than 2,200 square feet. The foregoing minimum square footage requirements are exclusive of garages, basements, porches, terraces, carports, and similar appurtenances; and, in addition, each residence shall have an attached two-car garage. However, an attached two-car basement garage may be utilized in lieu of an attached two-car garage, but in that event, the minimum square footage requirements

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referred to above shall be increased to 2,200 square feet for one-story residences, and 2,400 square feet for two-story and split level residences, respectively.

- 8. All construction work must be prosecuted with all due diligence and no incomplete structures shall be permitted to exist nor shall be maintained upon said land for a period longer than ninety (90) days after cessation of actual construction work thereon. Landscaping shall be completed within ninety (90) days after cessation of construction work on the residence.
- 9. All excavation during construction, and thereafter, and all landscaping and lawn treatment of lots in Hillside Estates, Phase I, shall be conducted in such a manner as to prevent damage of any type to other lots.
- 10. No unattached building(s) may be moved or erected on subject property.
- 11. No concrete block, used in the foundation or elsewhere in the construction of any building erected on the lots of Hillside Estates, Phase I, shall be permitted to be visible above the ground level.
- 12. No crops may be grown on any lot in Hillside Estates, Phase I. This restriction shall not, however, prevent vegetable or flower gardens on any lot, but such gardens may not be located any closer to the fronting street than the rear line of the house.
- 13. All exterior materials must be of brick, stone, or stucco, unless specifically approved in writing by the developer.
- 14. It shall not be permissible to erect a temporary building on said property. This restriction does not prohibit a temporary tool shed for use by a contractor or workmen during the construction of a house on said property, provided, however, that the said tool shed or construction shack shall be removed within thirty (30) days after completion of the main residence.
- 15. No noxious or offensive operations shall be conducted or maintained on any lot and/or tract, and nothing shall be done on any lot and/or tract which may constitute a nuisance or unreasonable annoyance to the neighborhood.
- 16. No poultry, livestock, or animals shall be allowed or maintained on any lot at any time; provided, however, this shall not preclude the keeping of dogs or cats, or other household pets, which must be kept inside the residence, penned or on leashes when unattended. No dogs, cats, or other animals shall be kept or raised for commercial purposes.
- 17. No one will be permitted to have a junk car or junk, trash, garbage, or scrap accumulations on said lots. Any car unlicensed in the current year will be considered a junk car.
- 18. No vehicles of over one-ton capacity may be parked, stored or kept on property or streets of Hillside Estates, Phase I, except for purposes of delivery only. No motor homes, boats, motorcycles, or any off road vehicles shall be kept on property unless stored in the garage.

19. As much as reasonably possible, any repair or maintenance upon any vehicle or other form of conveyance shall not be performed except in an enclosed garage. Where same must be performed outside, said activity may not be where it is visible from the street. Further, no vehicle or other form of conveyance may be maintained upon any property that is not operable. Any vehicle or other form of conveyance that is not operable may only be maintained upon the property where it is in a garage and not visible from the street.
20. All driveways must be paved, aggregate, or concrete.
21. No chain link fences shall be permitted. No fence of any kind and no wall (except retaining walls) shall extend forward of the front line of the residence. All fences and walls constructed on a lot shall be designed to coincide with the architectural decor of the residence located thereon and shall meet with the prior approval of the developer.
22. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than three square feet advertising the property for sale or rent, except for signs used by builders or developers to advertise the property during construction and sales period.
23. No lot in Hillside Estates, Phase I, shall be used as a street, or to create a street, that would connect to any other property or any other street. However, developer reserves the right to use any lot as a street to connect any other phases of Hillside Estates.
24. All wiring, electrical, telephone, and television cables, and utilities of every kind, on the said above-described property shall be underground. Developer, in his sole discretion, reserves the right to waive this restriction on other lots in Hillside Estates, Phase I, when it would be impractical to require such underground utilities because of rock or topography. Developer further reserves the right to waive this restriction on future phases of said subdivision. A waiver by the developer on one lot shall not waive this restriction as to any other lot.
25. No satellite dishes larger than eighteen (18") inches in diameter will be installed on subject property, and no such dish shall be visible from the fronting street.
26. Plans and specifications which shall include duct work for air conditioning and heat, be it central or solar, and location plot plans shall be submitted to, with a copy for the use of the grantor-developer, and be approved in writing by the developer, grantors, their successors or assigns, prior to commencement of excavation or construction of said land. No building shall be constructed or maintained on said land unless plans and specifications and plot plans have been submitted and approved as aforesaid and unless construction of said building has been prosecuted and completed in strict accord with the approved plans and specifications and location plot.
27. All vacant lots shall be mowed and trimmed by owner at least one time each month beginning in April through September and other months as needed to keep a neat appearance. In the event the lot owner does not so

maintain his lot(s), it may be done by developer and billed to lot owner, and unpaid sums shall be a lien on said lot(s).

- 28. All culverts for driveways must be approved by the Putnam County Highway Department prior to installation.
- 29. During the construction phase on any lot, and thereafter, no trash or refuse of any type shall be allowed to accumulate, and all lot owners shall be responsible for seeing that no such trash or refuse is carried onto or blown onto other lots.
- 30. Violation or threatened violation of any of the aforesaid restrictions shall subject the violating lot owner to specific performance and/or mandatory injunctive relief in law or in equity. The alleged violating lot owner shall respond in damages for the loss of time and trouble encountered, and all attorneys' fees and court costs reasonably incurred in enforcing these restrictions. They shall be deemed covenants running with the land. It is further agreed by any purchaser of lots so restricted by his acceptance of a deed thus restricted, that these restrictions are a substantial portion of the consideration exchanged in said conveyance, without which the conveyance would not have been made.

In the event any one or more of the foregoing restrictions are declared to be null and void, or unconstitutional by any court of competent jurisdiction, in the suit involving said property, or said restrictions, all other restrictions shall be and remain in full force and effect.

WITNESS MY HAND, on this 27th day of January, 1997.

Randall Clouse
RANDALL CLOUSE, Developer

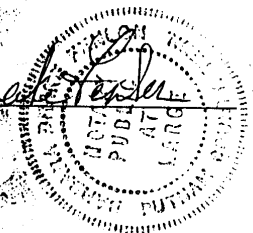
STATE OF TENNESSEE
COUNTY OF PUTNAM

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, RANDALL CLOUSE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal on this 27th day of January, 1997.

Barbara Drake Foster
NOTARY PUBLIC

My Commission Expires: 9-22-97



STATE OF TENNESSEE, PUTNAM COUNTY
 The foregoing instrument and certificate were noted in
 Note Book 20, Page 241 At 3:47 O'clock P.M. 1/27/97
 and recorded in WB Book 379 Page 175
 State Tax Paid \$ _____ Fee _____
 Recording Fee 16.00 Total 16.00 Receipt No. 2200
Opal Bessie Register