

DECLARATION OF COVENANTS AND RESTRICTIONS

DRAFT

OF KEATING HOLLOW ESTATES - PHASE I

WHEREAS, S. Roger York is the developer of Keating Hollow Estates-Phase I.

WHEREAS, for the benefit and protection of the future and present owners of lots in said subdivision and for the establishment and maintenance of sound values for the lots in said Subdivision, it is desired that certain covenants and restrictions be imposed on the lots in the subdivision and be made a matter of public record, and all lots hereafter held, owned and conveyed in said subdivision shall be owned and conveyed subject to these recorded covenants and restrictions.

NOW, THEREFORE, for and in consideration of the above premises, S. Roger York, owner and developer, imposes upon the Subdivision known as Keating Hollow Estates-Phase I, the following covenants and restrictions, all of which shall be deemed covenants running with the land:

1. The lots in this subdivision shall be used exclusively for single family residential purposes.
2. No building shall be constructed, owned or permitted to remain on any lot other than one (1) detached single family dwelling, not including a basement, and other than two additional buildings including a detached garage for the owner's vehicles.
3. The dwelling structure shall contain a minimum of 1,800 square feet of heated floor space, exclusive of porches, basements, breezeways and attached garages.
4. All structures within the subdivision shall be built in accordance with the most recent edition of the Standard Building Code as published by the Southern Congress in effect at the time construction begins and shall only be built by the owner acting as general contractor or by a general contractor licensed and in good standing with the Tennessee Board of Licensing Contractors Department of Commerce and Insurance. It shall not be the duty of the developer/owner of Keating Hollow Estates-Phase I to enforce said building code, but shall be the responsibility of the lot owners or license requirement.
5. The driveway to each residential dwelling shall be concrete, asphalt surface material, or any other type of hardtop surface. The garage or carport entrance shall be to the side or rear of the dwelling structure as same relates to the road on which the dwelling

structure faces. Carports are not allowed, except in rear of home.

6. The type of exterior architectural design, material and appearance of all structures on any lot shall be uniform. A-Frames and log homes are not allowed. All homes must be constructed of new material and be of quality workmanship. No concrete blocks are to be exposed to view. All roofs on all dwelling structures shall have pitch and not be completely flat. All roofs on all dwelling structures shall have at least four planes.

7. Following the commencement of construction of the dwelling structures on the lot, the exterior of said structure shall be completely finished within six(6) months from the date of such commencement of construction. The interior of the structure being constructed on any lot shall be completely finished with twelve (12) months from the date of commencement of construction. Landscaping around the dwelling structure shall be completed within eighteen (18) months following commencement of construction.

8. The sewage system connected to the dwelling structure shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets, may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and provided further that they are kept up in such a way as not to violate any law of local ordinance.

10. No commercial activity of any kind can be carried on upon any of the lots.

11. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage, or other waste shall be kept in clean and sanitary containers and disposition of same shall be prompt. All sanitary containers shall be concealed from public view and from the roads in the development.

12. No obnoxious or offensive activity of any kind shall be carried on upon any lot.

13. Fencing of the front yards of any lot is prohibited. Backyards can be fenced provided that such fencing does not exceed the height of six (6) feet. All such fences shall be constructed in a uniform and workmanlike manner.

14. Swimming pools must be located in the backyard and shall be constructed below ground level. In the event the backyard is not fence, the swimming pool must be

fenced.

15. Tractors, trailers, tractor-trailer trucks, boats, motor homes and other like powered vehicles will be stored in the garage or out of sight as viewed from the streets. The parking of such vehicles in the driveway of the lot owner is permissible on a temporary basis to suit the convenience of the lot owner. Extended parking of any such vehicles in the driveway shall, however, not be permitted. Automobiles and other vehicles of guests and invitees shall be parked in the driveway of the lot owner and not parked in the streets unless space does not permit and then such parking in the streets will be done in a lawful manner and only for temporary periods of visitation to the lot owner.

16. No lot shall be subdivided to form a smaller lot; however, this shall not be construed so as to prevent resubdividing of lots to establish a larger lot.

17. Easements have been established and are shown on the plat of Keating Hollow Estates, Phase I, recorded in the Register's Office of Cumberland County, Tennessee, in Plat Book _____, page _____. These easements shall be reserved and the plat indicates that easements for the installation, construction and maintenance of utilities are established ten (10) feet to all road right-of-ways and rear lot lines of each lot and six (6) feet on the left and right of the side lines of each lot.

18. In the event any lot is resubdivided to form a larger lot, the easements reserved along the original lot lines that are being changed or relocated as a result of the resubdivision will automatically be extinguished and new utility easements established along the newly established dividing or side lines six (6) feet in width on either side of same; provided, however, that no utility installation has been made along the original lot line (s) being relocated as a result of the resubdivision.

19. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns and should be located to the side or rear of home.

20. After three years from the date of this instrument, the maintenance and upkeep of the entrance sign shall be responsibility of all lot owners.

21. No lot shall be used for purposes of ingress or egress to adjoining and

IN WITNESS WHEREOF, this declaration has been duly signed by the
owner of Keating Hollow Estate-Phase I, this _____ day of _____, 1999.

S. ROGER YORK

ACKNOWLEDGMENT

STATE OF TENNESSEE:
COUNTY OF CUMBERLAND:

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared, **S. Roger York**, with whom I am personally acquainted, who acknowledged that he executed the within instrument as his free act and deed for the purposes therein contained.

Witness my hand and official seal of office on this the _____ of _____, 1999.

Notary Public

My commission expires: _____

IN WITNESS WHEREOF, this declaration has been duly signed by the
owner of Keating Hollow Estate-Phase I, this _____ day of _____, 1999.

S. ROGER YORK

ACKNOWLEDGMENT

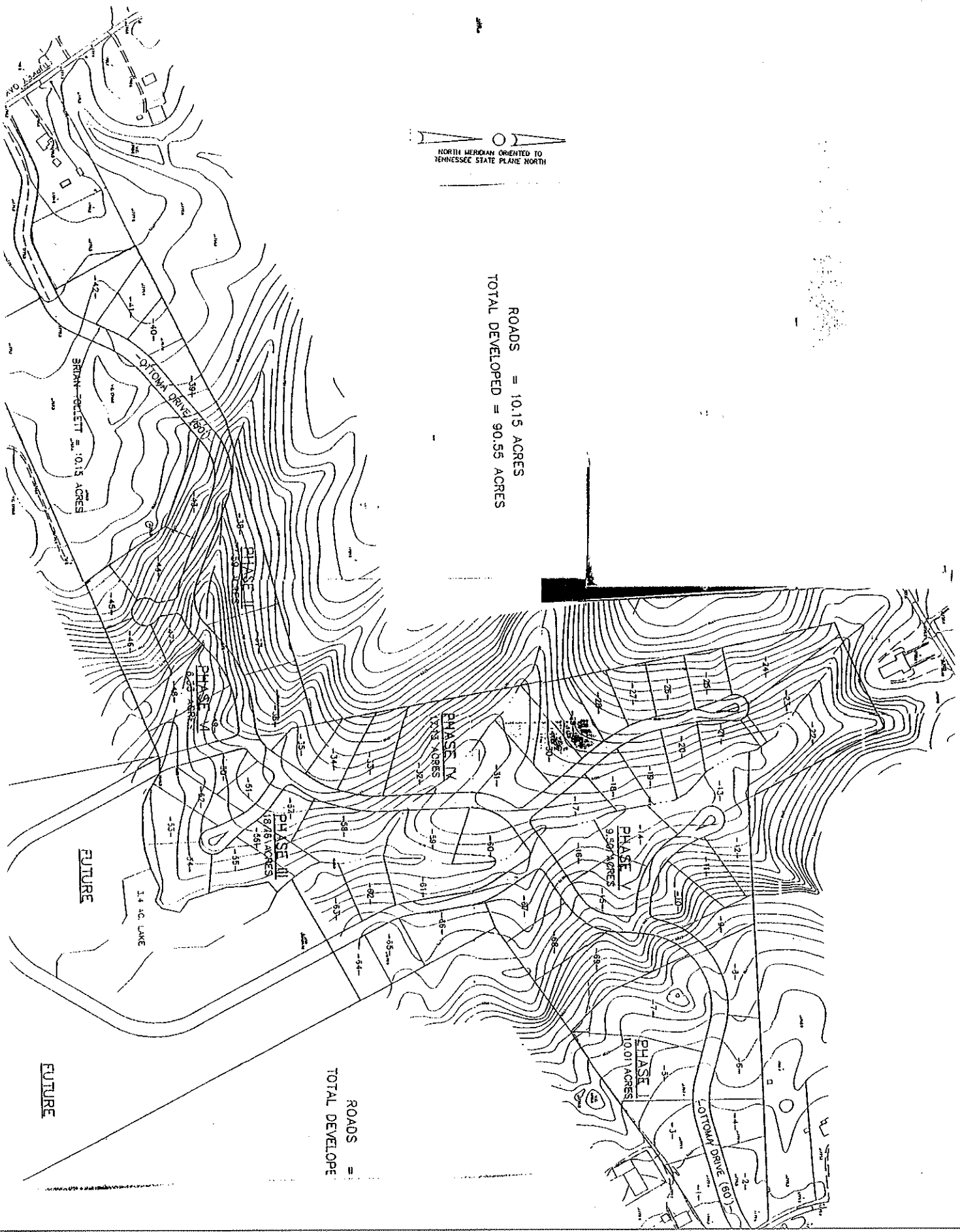
STATE OF TENNESSEE:
COUNTY OF CUMBERLAND:

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared, **S. Roger York**, with whom I am personally acquainted, who acknowledged that he executed the within instrument as his free act and deed for the purposes therein contained.

Witness my hand and official seal of office on this the _____ of _____, 1999.

Notary Public

My commission expires: _____



NORTH MERIDIAN ORIENTED TO
TENNESSEE STATE PLANE NORTH

ROADS = 10.15 ACRES
TOTAL DEVELOPED = 90.55 ACRES

ROADS =
TOTAL DEVELOPE

BRINK-FOLLETT = 10.15 ACRES

FUTURE

FUTURE

1.4 AC LAKE

PHASE II

PHASE IV

PHASE III

PHASE IV

PHASE V

PHASE I

OTTOMY DRIVE (60)

LOTTOMY DRIVE (60)

contiguous properties.

22. No dwelling structure may be constructed any closer than thirty (30) feet from any street in the development.

23. These covenants and restriction shall be considered as covenants running with the land and shall bind the purchaser of any lot in the subdivision, and their respective heirs, assigns and successors, and if any owner or their respective heirs, assigns and successors, shall violate or attempt to violate the covenants and restrictions herein contained, it shall be lawful for any person or persons owning any lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction; and either to prevent such person or persons from committing an act of violation or to recover damages for such violation. This provision shall not, however, be held or construed as creating any obligation on the part of the owners of the subdivision, their heirs, assigns or successors, to institute any such action or proceeding.

24. Invalidation of any of these covenants and restrictions by the judgment of an court of competent jurisdiction shall in no way effect the validity of any of the other covenants or restrictions, which remaining covenants and restrictions shall thereafter remain in full force and effect.

25. These covenants and restrictions herein set out shall only apply to the lots included in the plat of Keating Hollow Estates-Phase I said plat being of record in the Register's office of Cumberland County, Tennessee in Plat Book _____, page _____. They shall not be held or construed as creating any requirements on the part of the owner of the subdivision, its assigns or successors, to restrict any other property which the owner now owns or hereafter owns, irrespective of whether any such property is (contiguous or adjacent to Keating Hollow Estates-Phase I or not, from being conveyed subject to the same, similar or different covenants and restrictions than those herein set out. No negative reciprocal covenants or implied or equitable covenants or easements of any nature shall be deemed to arise or be created in favor of any lot owners(s), their respective heirs, successors or assigns, as to any other property which the developer owns or may hereafter own within the vicinity of Keating Hollow Estates-Phase I by virtue of the property herein conveyed being subject to the foregoing covenants and restrictions.)