

**DECLARATION OF  
RESTRICTIVE COVENANTS  
FOR SOMERSET DOWNS SUBDIVISION**

**All Phases**

**WHEREAS**, the undersigned Michael L Shular, Trustee with full power to sell or encumber without joinder of beneficiaries, hereinafter called and referred to as the Developer, is the owner of that certain real property comprised of 92 acres, more or less, by deed of Record Book 1748, Page 633, and Quitclaim Deed recorded in Book 1748, page 683, Registers Office for Sumner County, Tennessee; and

**WHEREAS**, a part of the said 92 acres, more or less, shall be subdivided to create Somerset Downs Subdivision; and

**WHEREAS**, the said Developer intends to develop and create phases of the said Somerset Downs Subdivision from the said 92 acres, more or less;

**NOW THEREFORE**, the said Developer, does hereby declare that the following shall be and become the Restrictive Covenants for Somerset Downs Subdivision, and for all subsequently created phases of Somerset Downs Subdivision to become effective, as to each phase respectively, simultaneously with the recordation of a Plat for each such phase, with said Restrictive Covenants to run with the land and to be binding upon all parties who acquire any right, title or interest in or to the subject property;

**TO WIT:**

**ARTICLE ONE**

***Architectural Control, Maintenance and Use Restrictions***

- 1) Architectural Control: All dwelling improvements to be constructed upon any lot shall consist of single family residential dwellings with an attached minimum two car garage. The Developer, Michael L. Shular, shall have sole and complete architectural control as to the design, style, and nature of any structure, dwelling, building, fences, and any other improvements to be constructed and/or the design, nature, composition, and color of all building materials, square footage, location of all buildings and other improvements upon the lot, landscaping, swimming pools, fences, driveways, sidewalks, location and orientation of garage and/or personnel doors, waste disposal facilities, and uniform mailboxes. Such architectural control shall remain vested in the Developer. Michael L. Shular, until the completion of construction on all lots in the Somerset Downs Subdivision. In the event the ownership interest of Michael L. Shular, Trustee with full power to sell or encumber without joinder of beneficiaries, in and to Somerset Downs Subdivision should be divested in full prior to the completion of construction on all said lots, the architectural control as hereinabove set out shall pass to and become vested in his successor in ownership as Developer. Upon the completion of all original construction on all said lots, the authority for architectural control as hereinabove set out shall survive and thenceforth relate to maintenance, remodeling and re-construction and such authority shall pass to and become vested in the Somerset Downs Homeowners Association, Inc (hereinafter referred to as the "Association"). Developer shall appoint, at his discretion, one or more persons to serve as an Architectural Review Committee to exercise the Developer's architectural control. After the authority for architectural control passes to the Association, Inc., the Association shall appoint three people as an Architectural Review Committee to exercise the Association's architectural control.
  
- 2) Owner or builder shall submit house plans to the Architectural Review Committee for review which shall include all exterior elevations, color schemes, and specific exterior material selections (material samples may be required). Owner or builder shall also submit site plans which shall include a grading plan, the location of walks and driveways, the placement of the house on the lot, the exterior lighting and landscaping plans, and the location of all other improvements on the lot. The Developer shall retain a copy of the submitted plans and said plans shall be turned over to the Association when the Association assumes architectural control.

- 3) The Developer, the Association, and the individual members of the Architectural Review Committee shall not be liable for any act or omission in performing or purporting to perform their functions, duties, and responsibilities as indicated by the approval or disapproval of any Lot Owner's duly submitted and/or re-submitted plans. Approvals or disapprovals shall be given within 30 days from the date the complete plans and/or final specifications were received by the Architectural Review Committee, which date shall be evidenced by the signed receipt thereof. Approval shall be deemed to have been granted by acquiescence and the requirements of plan submission shall be deemed to have been fully satisfied or waived in the event that neither a request for additional information/clarification nor a disapproval is made within said 30 days from the date of receipt all the complete and final required plans and specifications.
- 4) Approval or disapproval by Developer and/or Association and/or the Architectural Review Committee shall not be deemed to constitute any warranty or representation, including without limitation, as to fitness, design, or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this Article or elsewhere to the contrary notwithstanding, Developer and/or Association and/or Architectural Review Committee are hereby authorized and empowered, at their sole and absolute discretion, respectively, to make and permit reasonable modifications or deviations from any of the requirements of this Declaration relating to the type, kind, quantity, or quality of the building materials to be used in the construction of any building or improvement on any lot and of the size and location of any such building or improvement when, in their respective sole, and final judgment, the grant of such modifications and deviations will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and its improvements as a whole, provided, however, all such modifications and deviations must remain subject to and in accordance with all applicable ordinances, requirements and regulations as established and promulgated by the Planning Department, Department of Codes Administration, Fire Department, Health Department and other applicable civil and government authorities of the Sumner County, and state of Tennessee.
- 5) Structural Compliance: All improvements shall be constructed in compliance with the plans and specifications approved by the Architectural Review Committee. In the event any Lot Owner should proceed with construction without approval, the Developer or Association may petition a court of competent jurisdiction for an order to cease and desist in such un-approved construction and the Lot Owner shall be liable for all cost and expenses, including reasonable attorney's fees and court costs, which may arise by reason thereof.
- 6) Minimum square footage of heating living area for first (ground) floor of dwelling improvements shall not be less than:
  - a. Any one-story residence shall have a minimum of 2200 square feet of floor space, as measured from the exterior of the walls, devoted to the living area. Bonus room square footage must be in addition to the minimum square footage requirements for one-story requirements.
  - b. Any one and one half-story residence shall have a minimum of 1700 square feet of first floor space devoted to the living space. Entire home shall have a minimum of 2500 square feet of floor space dedicated to the living area.
  - c. Any full two story residence shall have a minimum of 1250 square feet of first floor space devoted to the living area and 1250 sq. ft. living space minimum for 2nd floor. The total living area of a two story residence shall have a minimum of 2500 square feet.
  - d. Note: Basements shall not be counted as floors or stories. All one, one & one-half, and two story dwellings must have a minimum of a two car garage attached to the main dwelling, dwellings with a basement may have a minimum of a two car garage in basement.

- 7) No lot shall contain a garage that has an entrance from the front, unless the lot will only accommodate such a garage; but this restriction against a front entrance does not imply that any other location that is not a front entrance shall automatically be approved. Garage location shall be approved in writing by the Architectural Review Committee.
- 8) Setback Line Restrictions: No building or structure, or any part thereof, may be located on any lot nearer to the front, side or rear property lines than the minimum building setback lines set forth on the plan of record or as required by local authorities.
- 9) No house plan or similar house plan may repeat within an 8 lot section. This extends from either side of the house, across the street, or on visible streets bordering the property to the rear.
- 10) Uniform Mailboxes: All mailboxes in Somerset Downs Subdivision will be of uniform design and materials and have uniform numbers as specified by the Architectural Review Committee.
- 11) Uniform Plantings: Certain Uniform plantings along the sidewalk may be specified in writing by the Architectural Review Committee for each lot. All lots shall be sodded from the curb to a line even with the house prior to occupancy and all side yards and back yards shall be seeded and strawed prior to occupancy.
- 12) Obstruction of Public Streets: No plant, tree, motor vehicle or structure of any kind or nature shall be permitted to create any visual or line of sight obstruction or safety hazard to the normal flow of traffic within Somerset Downs Subdivision. No motor vehicles shall be permitted to park on any street within Somerset Downs Subdivision.
- 13) Sidewalks, Walkways, Driveways, and Turnarounds:
  - a. Public sidewalks, located within applicable easements or rights of way as set forth on the plan of record shall be constructed in accordance with specification as set forth by the Developer at the expense of the Lot Owner immediately upon the completion of each dwelling improvement. The sidewalks shall be a broom finished concrete with a natural color.
  - b. Private sidewalks, walkways, driveways, and turnarounds shall be constructed of exposed aggregate concrete with clear sealant, or alternate type finish subject to approval of Developer, at the expense of each Lot Owner immediately upon the completion of each dwelling improvement and subject to architectural control as set forth herein. Lot Owner is responsible for damage to sidewalk, curbs, culverts or other on site improvements that might be damaged during construction.
- 14) All dwellings shall have masonry foundations with brick, stone, stucco or EIFS to grade. The exterior walls, except as hereinafter specified, shall be a minimum of 100% brick, stone, stone veneer, stucco, or EIFS construction.
- 15) Exterior trim (soffit, fascia, eaves, etc.) shall be of vinyl or aluminum only, in neutral colors only (white, beige, taupe, eggshell) unless otherwise approved in writing by the Architectural Review Committee. The Architectural Review Committee reserves the right to allow wood or other synthetic material in dormers, bay windows, box windows or other similar areas on home.
- 16) All roofing materials are to be tri-dimensional minimum 25 year shingle in the colors of black, gray or weatherwood, unless otherwise approved in writing by the Architectural Review Committee.
- 17) Swimming Pools: Inground swimming pools shall be allowed on lots that will accommodate such pools, and must be approved by the Developer or the Association, shall be located at the rear of the dwelling, must have a perimeter enclosure, and be subject to architectural control as set forth herein.

- 18) Storage Tanks and Refuse Disposal: No exposed ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for household garbage and refuse resulting from normal daily living and of a nature which is satisfactory for pickup by the contractor employed by the Developer or the Somerset Downs Homeowner's Association, Inc. All household garbage and refuse receptacles shall be concealed from view of neighboring lots, roads, streets, open areas, and subject to architectural control as set forth herein. No incinerators shall be permitted.
- 19) Underground Utilities: All utilities, together with such cables, wires, pipes, conduits, as may be appurtenant thereto, shall be underground.
- 20) Fences: Fences shall be located at the rear of the dwelling, and be constructed of brick, stone, stone veneer, stucco, or EIFS construction, to match the residence, or wrought iron, or as approved by the Architectural Review Committee.
- 21) Clothes Lines: Outside clothes lines shall not be permitted.
- 22) Signs and Advertisements: No sign, advertisement, billboard or advertising structure of any kind shall be erected upon or displayed or otherwise exposed to view on any lot or any improvement thereon without the prior written consent of the Architectural Review Committee; provided that this requirement shall not preclude the installation by the Developer or signs identifying the entire residential development and provided further that this requirement shall not preclude the placement by owners of "For Sale" signs, in front of the individual residences, of such size, character and number as shall from time to time be approved by the Architectural Review Committee. The Developer or the Association shall have the right to remove any unapproved sign, advertisement, billboard or structure that is placed upon any lot and, in doing so, shall not be subject to any liability for trespass or other tort in connection therewith or arising therefrom.
- 23) Use of Temporary Structures: No structure of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be erected, moved on to any Lot, and/or used at any time as a residence, nor shall any residence of temporary character be permitted. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy, including landscaping, except as to landscaping, in such cases specifically approved by the Architectural Review Committee and then only when an escrow for funds in an amount equal to one and one-half times the amount estimated as being necessary to complete such landscaping has been established with funds provided by the Owner in order to assure completion; in each case, a time period for completion shall be set forth, at the sole discretion of the Architectural Review Committee and, upon expiration of such time period, the Developer or Association shall be (and is hereby) authorized, without liability or recourse, to expend such escrow funds as may be necessary, at the sole discretion of the Developer or Association, to effect the completion, with the surplus of any escrow funds, less costs incurred, to be refunded to the Owner. Said escrow funds may be held and administered by the Developer, the Association, the Owner's mortgage lender, or a third party escrow agent, as may be required in each case. No new residence shall be built upon any Lot unless it conforms to and is in harmony with the existing structures or plans for proposed structures which have been approved by the Architectural Review Committee and not more than one residence may be maintained upon any Lot at time. Temporary structures may be utilized for construction and sales offices during the construction and initial sales period. Any such temporary construction and/or sales office structures must be approved by the Architectural Review Committee and must be removed immediately upon completion of such construction and sales, respectively, and shall, in any event, be subject to removal at the sole discretion of the Developer or Association.
- 24) Storage of Automobiles, Boats, Trailers, and other vehicles: No trailers, boat trailers, travel/camping trailers, inoperative or unlicensed automobiles, or motor homes shall be parked or stored in the public street right-of-way or forward of the front building set-back line. Storage of such items and vehicles must be screened from public view,

either within the garage or behind a fence or screen type structure which shall be subject to the approval of the Architectural Review Committee. No tractor trailers, buses, or other commercial type vehicles shall be parked or stored on driveways or in the public street right-of-way, with exception for private or commercial moving vans and other vehicles when actually engaged in loading or unloading pursuant to moving an Owner in and out of the property and/or when engaged in loading or unloading pursuant to delivering or removing furniture, appliances and the Owner's personal property to and from the property.

- 25) Type and Location of Antenna: No electric antenna or receiving/transmitting device of any type shall be erected, constructed, placed, or permitted to remain upon any Lot, house, or building except for satellite dishes of not more than 30 inches in diameter that are not visible from the street.
- 26) Window Air-conditioning Units or PTACS are not permitted.
- 27) Recreational Equipment: All playground and recreational equipment must be used, erected, placed and maintained to the rear of all Lots. All playground or recreational equipment shall be installed in such manner as to be substantially screened from the public right-of-way and in a location that shall be approved by the Architectural Review Committee prior to being installed.
- 28) No Lot shall be used for storage of material and/or equipment, except for normal and reasonable residential requirements, or incident to the construction and/or repair of improvements. The accumulation or burning of garbage, trash, or rubbish of any kind is strictly prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the aforesaid maintenance requirements, such default continuing after ten days written notice thereof, the Developer or Association, or their respective appointed agent and/or contractor, may enter upon the Lot to repair, maintain, and restore such items as may be required to achieve compliance herewith, and when doing so in good faith shall not be subject to any liability for trespass or otherwise; any and all cost incurred by such action shall be charged against the Owner and become enforceable and collectable as a lien against the title to said Lot in the same manner and to the same extent as association dues or a common area maintenance assessment.
- 29) Lot Owner and builder shall insure that at all times during construction that work is handled in a neat and orderly fashion so that no clutter or trash remains on the lot and that no residue from construction reaches the street or any adjoining property. In particular, the Lot Owner and builder shall insure that no mud or dirt from the Lot enters the street or adjoining Lots. Barriers to water and mud flow shall be erected by the Lot Owner and builder wherever needed. In the event that Lot Owner and builder fail to take steps to prevent such spillover into the street and/or adjoining property. Developer shall have the right, at his discretion, to take such steps as Developer may deem to be necessary to remedy the situation and charge the Lot Owner for all costs, including, but not limited to, the costs of materials, labor, equipment, and the costs for cleaning and/or repairing the street and/or any adjoining property which may be incurred by the Developer in effecting said remedy as may be required to achieve compliance herewith, and, when doing so in good faith. Developer shall not be subject to any liability for trespass or otherwise. Any and all costs incurred by such actions by Developer shall be charged against the Owner, and, if not paid within 30 days, shall become enforceable and collectable as a lien against the title to said Lot in the same manner and to the same extent as association dues or a common area maintenance assessment.
- 30) Damage, Destruction, and Maintenance: In the event of damage or destruction to any improvements located upon the property, the respective Owner thereof shall promptly, subject to release by local authorities and Owner's insurance carrier, as may be appropriate, clear the property of any debris and maintain the property in a safe and neat manner. Subject to, within sixty days, approval by local authorities and subject to insurance settlement, the Owner shall commence to rebuild and/or repair the property improvements subject to architectural control authority vested in the Developer or the Association.

- 31) Use of the Premises: Each Lot shall be used only for private, single family residential purposes except that the Developer may, during the initial construction period and so long as Developer owns an interest in the property, maintain construction and sales offices, and sales and advertising displays and signs upon the property to facilitate the construction and sales of the Somerset Downs Subdivision Property. At the Developer's sole discretion, the privilege of maintaining such construction offices may be extended to other contractors when employed by a Lot Owner pursuant to the initial construction of property improvements. Builders shall be permitted to maintain a Model Home during the time that they have 3 or more homes under construction or for sale in the subdivision.
- 32) Animals and Pets: No animals, livestock or poultry of any kind shall be kept, raised, bred, pastured or maintained on any Lot except for household pets such as dogs and cats which may be kept, a maximum of two dogs and/or two cats, for the sole pleasure of the Owner of occupant. In no instance may any such animals be raised or kept for commercial purposes. No animals shall be domiciled outside and no animal facilities such as fences, runs, pens, or kennels shall be erected or maintained upon the property. No animals shall be permitted to run at large and all Owners shall abide by local leash laws and be responsible for any damage and waste attributable to their pets.
- 33) Nuisances: Conduct and Unsightly Materials: No house or structure on any Lot may be used for any business or commercial purpose. Each Owner and occupant shall refrain from any conduct that could cause or result in embarrassment, discomfort, annoyance or nuisance to others. No noxious, offensive or illegal activity shall be permitted. No motorcycle, motor scooter, motor bike, or any unlicensed vehicle of any kind or nature shall be permitted to be operated in or upon the common areas. No Lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever; nor shall any substance, or material be kept or operated upon any Lot which will emit a foul or noxious odor or which will make any noise of such a level to disturb the peace and quiet of the adjoining and surrounding Lots and or Owners. The foregoing shall not be construed to prohibit the temporary deposits of household garbage, trash or other debris, in approved containers, for normal pickup and removal by city appointed trash removal contractors.
- 34) The hours and days of the week permitted for construction activity to take place in the property shall be regulated by the Developer or Association. Owners and builders shall be required to follow said regulations for designated days and hours permitted for construction activities. Said regulations may be changed from time to time at the discretion of the Developer or Association to protect nearby improved lots from excessive noise and disturbance.
- 35) Hobbies and Activities: The pursuit of any inherently dangerous activity or hobby, including without limitation, the assembly and dis-assembly of motor vehicles and other mechanical devices, the discharge of firearms, BB-guns, pellet guns or fireworks, shall not be allowed upon any Lot or upon the common areas without the express written consent of the Developer or the Association and subject to all applicable local laws and ordinances.
- 36) Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations shall be permitted upon any Lot, nor shall oil wells, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other tanks, structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
- 37) Conflicts, Ambiguities and Governmental Restrictions: Each Owner shall observe and comply with all governmental building codes, health regulations, zoning restrictions, and all other regulations applicable to each Lot and the use and enjoyment thereof. In the event of any conflict or ambiguity in or between such governmental regulations and these Restrictive Covenants, the more restrictive provision shall apply.

### **ARTICLE THREE**

#### ***Common Area Property Rights***

- 1) The title to the common areas shall be vested in the Association.

- 2) Each Lot Owner, by virtue of membership in the Association, shall have a non-exclusive right for the use and enjoyment of the common areas, subject to the provisions of this Declaration and to the Charter, By-Laws, Rules, and Regulations of the Association.
- 3) The Association shall have the right to limit the use of the common areas to Lot Owners and occupants, their families and guests, and to regulate the use of the common areas.
- 4) The Association shall have the right to suspend the voting privileges and right to use the common areas of any Lot Owner or occupant in the event the Association dues and/or assessments for the Lot become delinquent.
- 5) The Association shall cause to have kept in the fenced portion of land adjacent to the Barn located on the common area at least two horses (two mares, or a mare and foal) for esthetic purposes. The horses may either be owned by the Association and kept-up by the Association, or owned by others and kept-up by others under contract with the Association. Lot Owners, their families, and guests of Lot Owners shall not have any rights to the use of the horses other than for esthetic enjoyment.
- 6) The Association shall have the right to dedicate or transfer all or part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members, provided that no such dedication or transfer shall be effective unless the members entitled to cast at least 75% of the votes agree to such dedication or transfer and signify their agreement by a signed and recorded written document, and provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cable-vision, water and sewerage, utilities and drainage facilities, upon, over, under, and across the common areas without the consent of the membership when such easements are requisite for the convenient use and enjoyment of the property.

#### **ARTICLE FOUR**

##### ***Easements***

- 1) The Lots and Common Areas of the Property shall be subject to all easements, setback lines and other matters as set out on the recorded Plats.
- 2) An easement is hereby reserved for the Developer over and across from the common areas for purposes of access, ingress and egress, to and from the Lots during the development and construction.
- 3) An easement is hereby reserved over and across the Property for all policemen and/or security guards when employed by the Developer or by the Association, and also for employees of utility companies, emergency personnel, firemen, paramedics, and policemen, as may be necessary in the performance of their respective duties.

#### **ARTICLE FIVE**

##### ***Assessments and Other Charges by the Association***

- 1) Maintenance of Improved Lots: All improved Lots, together with the exterior of all improvements located thereupon, shall be maintained in a neat and attractive condition by their respective Owners or occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, patios, walkways, driveways, and other exterior improvements. The owner or occupant of each Lot shall at all times keep grass, trees, and shrubbery cut and/or pruned in an attractive manner. Should the Association, after giving 21 days written notice to the Lot Owner without satisfactory action taken by the Lot Owner, have to contract for maintenance of Improved Lots in order to maintain the appearance or safety of the Property, the Lot Owner shall be assessed for the cost of the any such maintenance and hereby is bound by the decision of the Developer or Association that such maintenance is necessary and that of cost of such is the Lot Owner's responsibility and obligation hereunder.

- 2) Maintenance of Unimproved Lots: All unimproved Lots shall be mowed by the Developer or Association periodically to maintain a uniformly attractive appearance throughout the property. Owners of unimproved lots will pay to the Developer or Association a separate annual fee for such mowing (Annual Unimproved Lot Maintenance Fee). Said fee shall be established each year by the Developer or Association and shall be paid in advance by January 31 of each calendar year. Purchasers of unimproved Lots shall pay to the Developer or Association a prorated portion of the annual unimproved lot maintenance fee for the remainder of the year from and including the month after sale closing to the end of the calendar year.
- 3) Lot Owner dues and/or assessments shall be estimated and budgeted by the Association annually and shall be charged to the Lot Owners on pro-rated monthly basis. The Developer or Association shall contract with the appropriate contractor(s) for maintenance of the common areas and facilities including, but not limited to, lawn and landscape maintenance, utilities, trash removal, and insurance, and such other costs and expenses as shall be paid by the Association with revenue from Association dues and assessments. Any shortfall in the estimated budget may be made-up by special assessments as determined by the Association from time to time during the year as conditions warrant.
- 4) A lien for unpaid assessments, dues, and other charges provided for herein shall exist and shall be perfected, without any further action of the Association's part, on all Lots on the due day of any such assessment or charge. The Association may, but shall not be required to, record a notice of lien on any Lot to evidence its lien on such Lot. The lien shall be prior and superior to all other liens, except:
  - a. All taxes, bonds, assessments, and other levies which by law would be superior thereto, and
  - b. The lien or charge of any first Mortgage or record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien(s) may be enforced by suit, judgment, and foreclosure.

- 5) Until such time as the Somerset Downs Homeowners Association, Inc. is duly formed and the Board of Directors is elected, the Developer shall exercise all the powers, rights, duties, and functions of the Association and Board of Directors, including, but not limited to, the right to assess each Lot Owner for the costs of maintaining the common areas and for other expenses and obligations which the Association is required to satisfy.

## **ARTICLE SIX**

### ***General Provisions***

- 1) Annexation: Additional residential property and/or common areas may be annexed to the Property from time to time by recorded Plat at the sole discretion of the Developer.
- 2) In the event of any conflict between the provisions of this Declaration and the By Laws of the Somerset Downs Homeowner's Association, Inc., the provisions of this Declaration shall control and prevail.
- 3) All provisions of this Declaration and any rules, bylaws, and/or regulations of the Association and use restrictions promulgated pursuant thereto which govern the conduct of Lot Owners and which provide for sanctions against Lot Owners shall also apply to all occupants of any Lot, and sanctions shall be applied to Lot Owners for violations by occupants.
- 4) This Declaration shall be construed as covenants running with the land and shall remain in full force and effect for twenty-one years from the date hereof, and shall be automatically extended for successive periods of ten years thereafter subject to amendment or revocation by the Developer and/or no less than a two-thirds vote of the Lot Owners (one vote per Lot) as set out herein.



- 5) The provisions of this Declaration may be amended by the Developer without the joinder of any Lot Owner for a period of four years from the date hereof or until all lots are sold, whichever comes first, and thereafter by recorded agreement signed by no less than two-thirds of the Lot Owners (one vote per Lot).
- 6) If any Lot Owner or third party should violate any of these restrictions, it shall be lawful for any Lot Owner to bring action against violating party, at law or in equity, to provide and appropriate remedy for such violation and to recover damages, reasonable attorney's fees and court costs which may arise by reason thereof. The provisions of this paragraph are in addition to and separate from the right vested in the Association to collect assessments or otherwise. The failure of the Developer or the Association to enforce these restrictions in any instance shall not be deemed as a waiver of the right to do so at a later date or in another instance.
- 7) Each Lot Owner, and all other parties having an interest in any portion of the Development, expressly agrees that Developer shall not be subject to any liability of any kind or nature whatsoever resulting out of any claim by anyone asserting that Developer failed to enforce, or failed to attempt to enforce, any of these covenants and/or restrictions.
- 8) Invalidation of any one or more of these restrictions by judgment or court order shall not affect any of the other provisions not expressly held to be void or unenforceable, nor the provisions so held to be void or unenforceable in other circumstances or applications, and all such remaining provisions ruled upon as they may apply to other circumstances.

In witness whereof, the undersigned has executed this Declaration of Restrictive Covenants on this the \_\_\_\_\_th day of November, 2003.

*Michael L. Shular Trustee*

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 Michael L. Shular, Trustee with full power to sell or encumber without joinder of beneficiaries (Owner/Developer), signature

STATE OF TENNESSEE)

COUNTY OF ~~SUMNER~~)

Personally appeared before me, Michael L. Shular, the named bargainor, with whom I am personally acquainted, or who proved to me based upon satisfactory evidence to be the person, and who acknowledged the he executed the within instrument as his free act and deed for the purposes therein contained.

Witness my hand and official seal, at office, this 20th day of November, 2003.

*Diane M. Dorman*

Notary Public

My commission expires: 3-27-04