

PROTECTIVE COVENANTS

AFFECTING

Indian Creek Estates

ARTICLE I. PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS

The real property which is and shall be held and shall be conveyed, transferred and sold subjects to the conditions, restrictions, covenants, reservations and easements herein contained is located in Tipton County, Tennessee and is described as Lots 1 through 32 inclusive of Indian Creek Estates. Such lots are referred to hereinafter, collectively, as the "Subdivision" and the word "Subdivision" as used hereinafter refers only to such lots.

ARTICLE II. GENERAL PURPOSES OF COVENANTS AND RESTRICTIONS

The conditions, restrictions, covenants, reservations and easements herein contained are made and imposed upon the Subdivision and each lot contained therein to insure the best use and the most appropriate development and improvement of each lot; to protect each owner of each lot against such improper use of surrounding lots as will depreciate the value of his property; to preserve, as far as practicable, the natural beauty of the Subdivision, to encourage and secure the erection of attractive homes on each lot, appropriately located on such lots, to prevent haphazard and inharmonious improvement of such lots, to secure and maintain proper setbacks from streets, and adequate spaces between structures; and in general to provide adequately for a high type and quality of improvements on such lots, and thereby to enhance the value of investments made by purchasers of such lots.

ARTICLE III. DURATION OF COVENANTS AND RESTRICTIONS; AMENDMENTS

The conditions, restrictions, covenants, reservations, and easements herein contained shall run with and bind each and all of the lots in the Subdivision and each and all of the owners of such lots, and all persons claiming under such owners, until January 1, 2020, after which date the same shall be automatically extended for periods of ten (10) years. These conditions, restrictions, covenants, reservations, and easements, or any one or more of them may be amended prior to and on such date by an instrument signed by not less than eighty percent (80%) of the owners of such lots (one vote per lot), and thereafter by an instrument signed by not less than seventy percent (70%) of the owners of such lots (one vote per lot) and any such instrument amending the provisions hereof must be recorded. For all purposes hereof, the term "owner" shall mean any person or persons or corporation, partnership or other entity owning the beneficial interest in any lot in the Subdivision.

ARTICLE IV. COVENANTS AND RESTRICTIONS APPLYING TO LOTS 1 THROUGH 32 IN SUBDIVISION

Section 4.1 No lot in the Subdivision shall be used except for residential purposes. All of such lots shall be known and described as single-family residential lots and are not to be resubdivided into smaller lots. However, two or more lots may be combined for use as one single-family residential lot. Such lots, upon and during such combination, shall be treated for all purposes hereof as single-family residential lots. The covenants and restrictions herein which shall apply to such combined lots shall be those which were, prior to such combination, the most restrictive in application to any single one of such lots forming the combination.

In the event two or more lots are so combined, the combined lots may be resubdivided, only in the manner previous to such combination (that is, as originally subdivided) and only if such lots, after resubdivision, would meet and be capable of meeting every restriction and covenant imposed and contained herein applicable to such lots, individually, prior to their combination. Any form of resubdivision that would result in altering the shape and size of any lot in the Subdivision, other than as specified above shall require the approval of eighty percent (80%) of all the lot owners (one vote per lot) in the Subdivision.

Section 4.2 No obnoxious or offensive trade or activity shall be carried on upon any lot in this Subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 4.3 Trailer, modular home, tent, shack, or barn shall not be erected on any lot in this subdivision temporarily or permanently, except for construction purposes.

Section 4.4 No hogs, cattle, horses, poultry, or other animals that would be offensive to the neighborhood may be kept on any lot in this Subdivision, herein.

Section 4.5 No trash, ashes or other refuse may be thrown or dumped on any lot in the Subdivision.

Section 4.6 No building material of any kind or character shall be placed or stored upon any of said lots until the owner is ready to commence improvement. Building materials shall not be placed or stored in the street or between the curb and property line.

Section 4.7 Grass, weeds and other vegetation and debris on each lot sold shall be kept mowed and cleaned at regular intervals by the owner, thereof, so as to maintain the same in a neat and attractive manner.

Section 4.8 It is strictly prohibited to store or park a mobile home, recreation vehicle, pleasure or fishing boat, or trailer in the front or side yards, other than in carports.

Section 4.9 Any owner of any lot in the Subdivision shall have the right to enforce, by any proceeding at law or inequity all conditions, restrictions, covenants, reservation or easements herein or hereinafter contained or otherwise contained in any deed to any lot in the Subdivision. Failure by any owner to enforce any of such conditions, restrictions, covenants, reservations or easements shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.10 Invalidation of any one or more of the covenants and restrictions or other provisions herein or hereinafter contained by judgment or court order shall in no way affect any of the other covenants and restrictions herein or hereinafter contained which shall remain in full force and effect.

Section 4.11 No structure shall be erected, placed, altered or permitted to remain on any Lots 1 through 32, other than one (1) detached single-family dwelling of not more than two and one-half (2-1/2) stories in height (exclusive of basement) with one (1) private garage for not more than three (3) cars. The minimum under roof area of a single-family dwelling, inclusive of open porches, carports and garages shall be 1,200 square feet. The minimum main ground floor of two-story dwellings shall be 1000 square feet, inclusive of open porches, carports and garages. A variation in said minimum ground area of ten percents (10%) shall not constitute a violation of this covenant, so long as the total minimum area is observed.

Also, one small out building may be erected in rear yard. Building shall not exceed 400 square feet and must be neat in appearance.

Section 4.12 The minimum front yard setback of such lots shall be twenty-five (25) feet or as noted on plat. Porches, stoops, chimneys, window boxes and other portions of the structure may not project beyond the minimum setback line. An accidental variation of less than one (1) foot will not constitute a violation of this provision.

Section 4.13 On each side of each dwelling on such lots, there shall be a side yard. Neither side yard shall be less than ten (10) feet in width. Variation of less than one (1) foot shall not constitute a violation of this provision. However, the eaves and cornices of a carport, garage or other out building may project into the setback, but in no event be closer than nine (9) feet from the side of lot line.

Section 4.14 There shall be a rear yard in each lot, having a depth of not less than twenty five (25) feet or twenty percent (20%) of the depth of the lot, whichever amount is smaller, provided that no rear yard shall be less than twenty-five (25) feet in depth. Every part of the required rear yard shall be open to the sky except for permitted accessory building and projections.

Section 4.15 The owner of the Subdivision, reserve unto themselves the right to impose additional specific restrictions upon any lot in this Subdivision at the time of sale by said owners of any such lots. Such additional restrictions may be made by appropriate provisions in the deed, without otherwise modifying the covenants and provisions contained therein. Such additional restrictions as are so made shall apply only to the lot or lots on which they are specifically imposed.

Section 4.16 NO CONSTRUCTION OF ANY TYPE MAY BE STARTED UNTIL PLANS AND SPECIFICATIONS HAVE BEEN APPROVED BY OWNER OR IT'S REPRESENTATIVE.