

PROTECTIVE AND RESTRICTIVE COVENANTS

OF

PATRIOT HILLS GOLF CLUB

LOCATED IN THE FIRST (1st) CIVIL DISTRICT OF JEFFERSON COUNTY, TENNESSEE

October 5, 1995

WHEREAS, the Dandridge Golf and Country Club, Incorporated, a Tennessee Corporation, is the record owner of the Subdivision known as PATRIOT HILLS GOLF CLUB, which has been subdivided and recorded, and which they propose to restrict by this Instrument, and

WHEREAS, said subdivision is known as PATRIOT HILLS GOLF CLUB, located in the First (1st) Civil District of Jefferson County, Tennessee, maps or plats of said Subdivision being of record in the Register's Office for Jefferson County, Tennessee, in Plat Cabinet H, Slides ^{19, 20, 21} ~~22, 23, 24~~; and

WHEREAS, it is now desired for the benefit and protection of the owners and the purchaser or purchasers of a lot or lots in this Subdivision to establish a sound value for these lots, and it is the intent and purpose of this Instrument to record these Restrictions so that they may be binding and enforceable and of public record.

NOW, THEREFORE, in consideration of the premises and for the purposes herein set out, the undersigned Dandridge Golf and Country Club, Incorporated, binds itself, its successors, and assigns to impose the following Covenants that run only with the two hundred twenty-two (222) lots designated on said plats of said Subdivision hereinabove referred to, and described as follows:

A. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot to exceed two and one-half (2½) stories in height and a private garage for not more than three (3) cars.

B. DWELLING QUALITY AND SIZE. No dwelling shall be placed on any lot which is not of neat and attractive construction, on a solid foundation, weather boarded and painted, or better, and with no exposed concrete blocks. The ground floor of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,500 square feet for a one (1) story dwelling nor less than 1,100 square feet on the main floor of a dwelling containing more than one (1) story.

C. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plats. No building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than thirty (30) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line. For the purposes of this Covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be constructed to permit any portion of a building, on a lot to encroach upon another lot.

D. NO RE-SUBDIVISION OF ANY TRACT PERMITTED. There shall be no re-subdivision of any tract permitted. There shall be only one (1) dwelling per lot, except in those areas designed on the recorded plat for future development, which shall be restricted, if at all, by a separate Instrument. These areas may be used for condominiums, or Commercial purposes. No lot shall be used for a through road or right-of-way to adjoining property unless there is prior approval of the developers of said property.

E. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the front ten (10) feet of the lot. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, and across the rear lot line, to any utility company having an installation in the easement; said easement being five (5) feet in width. All driveways shall be paved, concrete, or better. Fencing is prohibited in

front yard areas. All overhead electrical service lines, telephone lines and cable lines are prohibited throughout the Subdivision. Each lot has primary electrical service to lot corner provided by the Appalachian Electric Cooperative. Each lot owner shall be responsible for secondary underground service to home.

F. NUISANCES. 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.

G. STRUCTURES. No building of any kind, except a small attractive utility building, shall be moved upon said premises nor shall any second hand buildings of any kind or nature be moved upon said premises or any lot therein, including but not limited to "Flat Tops". However, said utility building must conform to the same type and style of construction as the dwelling on said premises. No exposed concrete blocks will be permitted. Utility building must be placed to the rear of said dwelling. Said utility building cannot be constructed until dwelling construction has begun. No building shall be constructed, altered, repaired, or suffered to remain upon any lot with a roof of sheet metal, sheet iron, or galvanized iron. However, a factory painted, metal roof, will be permitted. No Mobile Homes, or Double-Wide Mobile Homes of any kind, including Modular Homes, are permitted on any lot. No satellite dishes, larger than three (3) feet in diameter, will be permitted. Propane tanks and storage tanks must be placed properly at the rear or side portion of the lot and must be screened with materials matching the house or visually screened with shrubbery, landscaping, or fencing substantially hiding them from plain view. No radio towers, clothes lines, or any other substantial structure obscuring the view shall be maintained on permitted on any of the lots in the Subdivision.

H. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time for a residence, either temporarily or permanently

I. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

J. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, grazed, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any Commercial purposes.

K. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

L. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of both the state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

M. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

N. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line

limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. At no time will vehicles be permitted to park on any streets in said Subdivision.

O. UPKEEP OF LOTS. All vacant lots must be mowed at least four (4) times a year, except wooded lots. If these lots are not properly kept, the Golf Course Maintenance Department will mow your property, and you, the owner, will be billed for the cost.

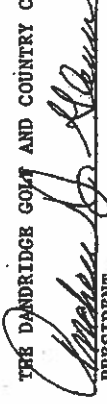
P. TERM. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an Instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said Covenants, in whole or in part.

Q. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damage.

R. SEVERABILITY. Invalidation of any one of these Covenants by Judgment or Court Order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

S. APPLICABILITY. These Protective and Restrictive Covenants shall apply to all lots known as the PATRIOT HILLS GOLF CLUB.

THE DANDRIDGE GOLF AND COUNTRY CLUB, INC.

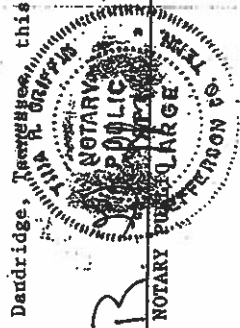

PRESIDENT.

STATE OF TENNESSEE

COUNTY OF JEFFERSON

On this 11th day of October, 1995, before me personally appeared ANDREW J. GLENN, to me personally known, who, being by me duly sworn, did say that he is the President of THE DANDRIDGE GOLF AND COUNTRY CLUB, INCORPORATED, a Tennessee Corporation, and that the foregoing Instrument was signed on behalf of said Corporation, by authority of its Board of Directors, and the said ANDREW J. GLENN acknowledged said Instrument to be the free act and deed of said Corporation on the day and year therein mentioned.

Witness my hand and official seal at Dandridge, Tennessee, this the 11th day of October, 1995.



My Commission Expires:

11-29-95

State of Tennessee, Jefferson County
The foregoing instrument and certificate were noted
Note Book 26 Page 13 Block 1 No. 11,995
and recorded in Index Book 97 Page 419
State Tax Paid Fee Recording Fee 2.00 H 1.00
Witness My hand.
Total \$ 3.00
Receipt No. 40572

Spaul Smith
REGISTER