

**RESTRICTIONS AND RESERVATIONS
DUNCAN'S RETREAT, SECTION B**

DECLARATION OF RESTRICTIONS on land embraced in DUNCAN'S RETREAT, SECTION B, a Subdivision in Washington County, Tennessee, as shown by plat recorded in Plat Book ____, Page ____, in the Office of the Register of Deeds for Washington County, Tennessee.

We, the undersigned, owners of all the land embraced in Duncan's Retreat, Section B, do hereby declare that the reservations, easements and restrictions hereinafter set out shall be, and the same are, made applicable to said property, to-wit:

RESERVATIONS AND EASEMENTS

1. Easement for installation and maintenance of all necessary or proper public utilities and drainage facilities are reserved.
2. Easement for natural draining is reserved as natural drainage courses now exist, and no subsequent purchaser or owner shall obstruct any drainage course.
3. No tract of land laid out as a lot in Duncan's Retreat, Section B, shall ever be used as a street, or as a means of access to other real property unless the same be needed by the owners for ingress and egress for future development.
4. The right to enter in accordance with Paragraph 15 below.

GENERAL RESTRICTIONS

1. Use.

The lots within Duncan's Retreat, Section A (hereinafter the "Lots") are for, and shall be limited to single-family residential purposes only. There shall not exist on any lot at any time more than one residence. No trailer, tent, shack, barn, temporary building, outbuildings, or guest house shall be erected on any of the lots in the Subdivision without approval in writing from the undersigned or their designee. No garage shall be constructed except as an integral part of the residence it is intended to serve. Garages, which shall be for the use only of the occupants of the residence which they are appurtenant, may be attached or detached from the residence, may only be used primarily for garaging automobiles, must be constructed in design and materials in a manner identical with the residence and must be approved in advance by the undersigned or their designee.

2. Structures-Materials.

Residences shall be constructed of high quality materials suited for and intended by their manufacturer to be used for the purposes for which they are incorporated into the residence. Exteriors of any structure, including residences, garages, and boundary and concealment walls, shall not be constructed of concrete blocks, cinder blocks or materials of similar appearance, nor shall artificial, simulated, fake or imitation materials be used. This prohibition specifically excludes, by way of illustration by not limitation, simulated brick, stone or other exterior facing. No driveways shall be constructed of asphalt.

3. Structures-Size and Shape.

One-story residences shall not have less than 3100 square feet of floor area devoted to living purposes, exclusive of open porches and garages. Two-story residence shall have not less than 3500 square feet of floor area devoted to living purposes, exclusive of open porches and garages. No residence shall be constructed with a straight line roof.

4. Structures-Construction.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line unless approved by the undersigned or their designee. The exterior of all improvements started on said land must be completed immediately. When

construction of any structure is once begun, work thereon must be prosecuted diligently and must be completed within sixteen (16) months. No building shall be occupied during the construction until substantially complete, nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations and restrictions herein set forth. Outside finish material must be brick, stone, cement board, natural wood, EIFS, or similar material approved by the Developers. No vinyl shall be visible on the exterior of any home except for window frames and eaves, soffits, overhangs. All foundations must be brick or stone.

5. Approval of Plans.

(a) For the purpose of further insuring the development of Duncan's Retreat, Section A, as an area of high standards, the undersigned or their designee hereby reserves the right and power, until the last lot is sold, to approve the building placement, structures, and other improvements placed on each lot, which approval shall not be unreasonably withheld, as well as to make such exceptions to these Reservations and Restrictions as the undersigned or their designee shall deem necessary and proper.

(b) Whether or not provision therefore is specifically stated in any conveyance of a lot made by the undersigned or the successors or assign, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the undersigned or their designee. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications may be based on any reasonable ground, including purely aesthetic grounds which, in the sole discretion of the undersigned or their designee shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If the undersigned or their designee shall fail to approve or disapprove the plans and specifications within 30 days after written request therefor, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the Covenants herein contained.

(c) Lot owners will need to contact the Tennessee Department of Environment and Conservation Division of Water Pollution Control before any construction begins and comply with their Notice of Intent (NOI) for Storm Water Discharge.

6. Designee.

The undersigned may appoint one or more persons as their designee for purposes of passing on matters for which the undersigned are entitled to approve or disapprove as herein provided.

7. Subdivision and Addition of Lots.

Each lot, as shown on the recorded plat hereinbefore referred to constitutes a building site and no lot shall be divided into two building sites. Further, no building site shall be less in area than the area of the smallest lot shown on the recorded plat hereinbefore referred to. A single lot, together with a contiguous portion or portions of one or more lots in the same block may be used for one building site. No lot shall be subdivided except with the approval of the undersigned or their designee. The developers reserve the right to subdivide or re-divide lots while maintaining the minimum size of 2 acres per lot.

8. Setback Lines.

Front setback line shall be approved by the Developers. All other setback lines shall conform to the requirements of the local planning authority.

9. Fences, Walls, Outbuildings, Tanks, Garbage Cans and other Structures.

(a) No improvement or structure whatever, other than a single-family residence and appurtenant garage constructed in accordance with these restrictions, may be erected, placed or maintained on any building site.

(b) Any and all tanks for use in connection with any residence constructed in Duncan's Retreat, Section A, including tanks for the storage of fuels, must be buried or walled-in in accordance with this paragraph sufficiently to conceal them from the view of neighboring lots, roads or streets.

(c) Antennas for the transmission or reception of broadcast or satellite transmission signals, including satellite dish antennas, Citizen Band and Amateur Radio antennas, and television broadcast antennas shall be walled-in in accordance with this paragraph or landscaped sufficiently to conceal them from the view of neighboring lots, roads or streets. No antennas may be mounted on the roof of any structure.

(d) Boundary walls and concealment walls shall be constructed of materials identical to or complimentary to the materials on the exterior of the residence. Materials for wall construction are restricted in accordance with paragraph 2 above. No boundary wall shall be constructed with a height of more than six feet and no boundary line hedge or shrubbery shall be permitted with a height of more than six feet.

(e) No wall of any height or for any purpose shall be constructed on any lot until after the height, type, design, and approximate location therefor shall have been approved in writing by the undersigned or their designee. The heights or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any questions as to such heights may be completely determined by the undersigned or their designee.

(f) No fence shall be constructed on any lot unless and until the plans and material have been approved by the undersigned or their designee in writing. Fences must be complimentary to the design and materials used in constructing the residence. In no event may fences be constructed of wood, chain, fabric or wire, in any configuration, nor may fence posts or rails be of non-decorative metal.

(g) All mailboxes must be complimentary to exterior of residence and constructed of brick, stone, or a combination of brick and stone. The mailbox column must have a minimum width of 24" and a minimum height of 60".

(h) Any bridge type structures must be submitted for approval and must be complimentary to the exterior of the residence and must have a facing of brick, stone, or a combination of brick and stone. Timber bridges will also be considered for approval.

(i) The first 15 lineal feet of the driveway must be stamped and stained concrete, pavers. Alternative finishes or material types will also be considered for approval.

10. Native Growth, Vegetation, Landscaping.

The native growth present on the lots shall not be permitted to be destroyed or removed except as approved in writing by the undersigned or their designee. Grass, and shrubbery on each lot, shall be mowed and trimmed at regular intervals so as to maintain a neat and attractive appearance. Trees, shrubs, vines and all other vegetation which die shall be promptly removed. If any lot owner shall fail to perform his/her obligation hereunder, the undersigned or their designee may cause the obligation to be performed and the owner of the lot shall be obligated to pay for the cost of such work and maintenance. In the event native growth is removed or injured in violation hereof, the owner shall replace same. Each home shall be assessed an annual landscaping assessment of Two Hundred Dollars (\$200.00) at the first of each year. A \$25.00 late fee will be assessed on February 1st if the landscaping assessment has not been paid. Said assessment will be prorated for the year during which the lot(s) is purchased, payable at closing. A separate irrigation meter has been provided for each lot and the yard area between the street and the home must be irrigated.

11. Signs.

No billboards or advertising signs, or other advertising devices shall be erected, placed, permitted or maintained on any lot or improvement thereon, except as herein expressly permitted. One sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sale period shall be permitted.

12. Nuisances.

Except as provided in Paragraph 13 below, no cattle, swine, goats, horses, poultry or fowl shall be kept on any lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, concealment walls, or screening approved by the undersigned or their designee. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any owner of any property in the Subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the undersigned or their designee may

enter such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the undersigned or their designee and against such lot for the full amount chargeable to such lot and such amount be due and payable within 30 days after the owner is billed therefor. No trash, ashes or other refuse may be thrown or dumped on any lot (whether vacant or not), street or right-of-way in the Subdivision. No thing, substance, material or activity that will emit fowl or obnoxious odors, shall be allowed or kept upon any lot. Nor shall anything, substance, material or activity be allowed or kept upon any lot that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Specifically prohibited, but without limitation thereto, is the keeping outside of a garage or other out building constructed in accordance with the terms of these restrictions, of any motor home, camper or similar recreational vehicle; or the keeping of any motor vehicle, including cars, trucks, and motorcycles, designed, intended or actually used for the off-road purposes of track racing, dirt-bike riding, motor-cross racing, or the like. This prohibition is specifically intended to prohibit dirt-bikes, race cars and trucks and loud motorcycles.

13. Pets.

Dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. In no event shall the number of pets exceed three (3). Pets shall not be allowed to roam free but shall be contained either inside the residence or in an outside enclosure approved by the undersigned or their designee. In no event shall pets be maintained in a garage unless approved by the undersigned or their designee, which approval may be revoked without notice.

14. Water Supply.

No individual water supply systems, including wells, shall be permitted, unless the well is existing at the time of purchase.

15. Remedies for Violations-Invalidations.

For a violation or a breach of any of these Reservations and Restrictions by any person claiming by, through, or under the undersigned or their designee, and the lot owners, or any of them individually or severally, shall have the right to proceeds at law or in equity to compel compliance with the terms hereof or to prevent by injunction the violation or breach of any of them. In addition to the foregoing right, the undersigned or their designee shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these Reservations and Restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their enforcement. The invalidation of any one or more of the Reservations and Restrictions by any Court of competent jurisdiction in no way shall affect any of the other Reservations and Restrictions, but they shall remain in full force and effect. In the event that the undersigned or their designee incurs any expense in the prevention, abatement, or removal of any violation of these reservations and restrictions, and/or incurs any expense in connection with the enforcement, at law or in equity of compliance with these reservations and restrictions, such expenses, including reasonable attorneys fees, shall be payable by the owner of the lot containing such violation or breach and shall be a lien in favor of the undersigned or their designee upon the Subdivision lot containing the violation or breach.

16. Membership in Homeowner's Association.

Every owner of a lot shall be a member of the Duncan's Retreat, Section B, Homeowners' Association ("Association"), which shall be established at the time developers relinquish control of the Association to the lot owners. It is anticipated that Duncan's Retreat shall consist of Section A and Section B. The Association shall include all lots within Duncan's Retreat Section A and Section B. Membership shall be appurtenant to and may not be separated from ownership of any lot. Each lot owner is deemed to covenant and agrees to pay to the Association the Two Hundred Dollars (\$200.00) landscaping assessment annually as set forth in paragraph 10 hereof. This assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which said assessment is made. Said assessment shall be the personal obligation of the person or entity who is the owner of such property at the time said assessment falls due. Said assessment, if not paid within thirty (30)

