

Hilda T. Patterson, Resister  
Gibson County

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RESTRICTIVE COVENANTS  
FOR THE  
ARBOR OAKS SUBDIVISION  
PHASE I, Section 1

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Clark Family Holdings, L.L.C., being on the day hereof the owner of all the property embraced within the **ARBOR OAKS SUBDIVISION, PHASE I, Section 1** a more particular description of which follows:

Plat Cabinet D; slide 31 ORV 903, PGG 1542  
Second Civil District of Gibson County, Tennessee

Being desirous of insuring the best use and the most appropriate development and improvement of each building site; protecting the owners of building sites against improper use of surrounding building sites as will depreciate the value of their properties; preserving, so far as practicable, the natural beauty of said property; guarding against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, obtaining harmonious color schemes; insuring the highest and best development of said property; encouraging and securing the erection of attractive homes thereon, with appropriate locations thereof on building sites; preventing haphazard and inharmonious improvement of building sites; securing and maintaining proper setbacks from streets, and adequate fire spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby enhancing the value of investments made by purchasers of building sites therein, do hereby impress upon the Subdivision and upon each and all of the lots into which the same has been so subdivided, or hereinafter subdivided, the following covenants and restrictions, being covenants running with the land.

1. All of the lots in said Subdivision shall be used for private, residential purposes only.
2. The term "Owner" herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excludes those having an interest in the affected lot merely as a security for the performance of an obligation.
3. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling unit and other buildings or structures which are customarily used as outbuildings for a single family dwelling unit and which are of similar design, construction, and exterior as the single family dwelling unit. All such buildings shall have an exterior finish of at least 50% brick to match the home. All such outbuildings must be placed behind the outbuilding setback line as shown on the plat.
4. No building, including outbuildings, shall be erected on any lot unless and until the drawings concerning the building have been approved by Clark Family Holdings, L.L.C. or its designee. Any such building constructed without prior approval shall be forthwith removed at the request of Clark Family. Harmony with the particular terrain and buildings within the neighborhood of the proposed construction will be

considered in connection with said prior approval. Failure to disapprove any drawings and to notify the lot owner of disapproval and the reasons thereof within thirty (30) days after the date of submission of the designs shall constitute approval ("tacit approval"). Any building or other structure commenced upon tacit approval shall not violate any of the restrictions herein contained and shall conform to and be in harmony with existing improvements erected on a lot. A building shall be completed in strict accordance with the drawings submitted for approval. Under all circumstances, if the completed building does not comply with the submitted drawings' Clark Family Holdings, L.L.C. retains the right to make the necessary changes at owner's expense to bring the building into compliance, the cost of which shall be a lien upon the lot involved. Clark Family Holdings, L.L.C. may permanently retain all documents and materials submitted to her under any provision of these Restrictive Covenants. All builders and/or general contractors must be licensed under the laws of the State of Tennessee.

5. No fence, wall, paper box, mailbox, sidewalk, driveway, free-standing exterior light fixture, satellite dish, exterior antenna or aerials or any other improvements or structure ("other structures"), excluding buildings, may be constructed without approval by Clark Family Holdings, L.L.C., or its designee, of a written plan of construction prior to commencement of construction thereof as to location, height, design, materials and manner of construction. Any such other structures constructed without said prior approval shall be forthwith removed at the request of Clark Family Holdings, L.L.C..

6. Any residence built on a lot of the subdivision shall have a masonry foundation. The exterior shall be predominantly stone, brick, dryvit, or real stucco except that bay windows, eaves, trim, and overhangs may be surfaced with materials requiring maintenance (e.g. wood siding, masonite siding, vinyl siding and trim, etc.). Other areas not constituting more than twenty (30) percent of the total exterior of the house may be surfaced with material requiring maintenance (e.g. wood siding, masonite, vinyl siding, etc.). All foundation blocks shall be covered with bricks, real stucco dryvit or stone to grade. The exterior of every home shall be completely finished.

7. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance on the lot or any other lots in the subdivision or which in any manner detracts from the appearance of any lot therein. No permanent signs (except names and street numbers) shall be erected upon any lots, except signs necessary to advise the public that the property is for sale.

8. No livestock or other farm animals, except such customary and domesticated animals as dogs and cats, for so long as the same are not dangerous or annoying, shall be kept, stabled or penned on any lot or brought onto the premises

9. No structure of a temporary character or nature, including but not limited to, a trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, whether temporary or permanent.

10. No drives, walks, fences or walls shall be placed, erected, constructed or moved onto any lot or building plot prior to the erection or construction of a permanent residence dwelling thereon; provided, however, that, subject to all other provisions of these Restrictive Covenants, such drives, walks, fences or walls may be erected and constructed on such lot or plot simultaneously with and in conjunction with the erection of a permanent residence thereon.
11. No building shall be erected on any lot nearer than the setbacks line as shown on the respective plats.
12. No modular constructed type homes shall be erected, constructed or otherwise located on any lot herein conveyed; provided, however, recreational vehicles licensed for highway use may be parked on said lot, but only in compliance with numerical paragraph 23 of these Restrictions; and at no time may they be occupied while located on said lot.
13. Each lot shall be subject to drainage and utility easements of record and/or as shown on the final plat.
14. No building material of any kind or character shall be placed or stored upon any of the lots until the owner/prospective purchaser is ready to commence improvements. Building materials shall not be placed or stored in or on a street at any time. During the period of actual construction of an improvement on a lot, the owner thereof shall require all primary and subcontractors or other workmen furnishing services or material to the premises to keep the lot reasonably free of trash and other construction debris. During construction, the builder must keep the homes, garages and building sites clean. Builder must remove all building debris, stumps, trees, etc., from each building lot as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the Subdivision or on any private property without the property owner(s)' approval.
- Construction offices, tool sheds and storage buildings used by building contractors and the Owner, respectively, may remain on premises during the period of construction. All such offices, tool sheds and storage buildings and unused materials shall be removed when the construction is completed. When the construction on any Building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within nine (9) months including landscaping.
15. No tree, which is over eight (8) inches in diameter as measured two feet above ground level, shall be cut down on any lot without prior written approval of Clark Family Holdings, L.L.C. or its designee.
16. All mailboxes are pre-selected and will be provided by the builder/homeowner. Each homeowner agrees to maintain a mailbox that conforms to the appearance of the original mailboxes provided.
17. Fences shall extend no closer to the frontage street than the farthest front corner of the residence. Fences that are along side streets must be no closer than the building setback line from that street. Fences must be constructed of wood, vinyl, or wrought iron. Fences shall not exceed 6 ft. in height.

There shall be a Property Owners Association formed to enforce the restrictive covenants, maintain the entrance ways and maintain any and all common areas of the subdivision so as to enhance and maintain the subdivision. The Property Owners Association will be incorporated and will adopt Bylaws to govern the Property Owner's Association.

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THE EXECUTION OF THESE RESTRICTIVE COVENANTS ON THIS THE 25<sup>th</sup> DAY OF July, 2007.

*Frederic Br.*

*Kevin D. Clark*

CLARK FAMILY HOLDINGS, L.L.C.  
Kevin D. Clark  
Chief Managing Member

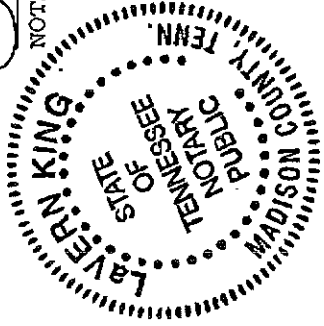
STATE OF TENNESSEE  
COUNTY OF GIBSON

Personally appeared before me, the undersigned Notary Public, in and for said State and County, Kevin D. Clark within named bargainer with whom I am personally acquainted and who acknowledged before me that he executed the foregoing instrument for the purposes contained therein.

WITNESS MY HAND AND NOTARIAL SEAL AT OFFICE THIS THE 25 DAY OF

July, 2007.

*Lavern King*  
NOTARY PUBLIC



My Commission Expires:

11-21-2010