

Prepared By:  
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RESTRICTIVE COVENANTS FOR  
STONECREEK SUBDIVISION  
PHASE I

KNOW ALL MEN BY THESE PRESENTS: That Stonecreek Partners-Medina , LLC., a Tennessee Limited Liability Company (hereinafter referred to as "Developer"), and DTB Construction And Plumbing, Inc. ( Owner of Lots 7, 8, 9 and 10, Phase I, being, on the day hereof, the owners of all property contained in , Phase I, a plat of which appears in the Register's Office of Gibson County Tennessee, in Cabinet C, SLIDE 83, reference to which plat is hereby made, and the owner of all of the lots onto which such property is subdivided as shown by such Plat, and desiring to create and establish certain restrictions with respect to all of the lots in Stonecreek Subdivision , Phase I (hereinafter called "Subdivision"), and the use thereof, for the benefit and protection of the undersigned and of all persons subsequently being purchasers or owners of any such lots, and as an inducement to encourage the purchase by others of such lots, and as residential purposes, does hereby impress upon such property and upon each and all of the lots into which the same has been subdivided as provided by the plat the following covenants and restrictions:

1. All lots in the Subdivision shall be used for private, residential purposes only; provided, however, the Developer shall have the right to continue to use all unsold lots in the Subdivision for agricultural purposes.
2. "Owner" herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excluded those having an interest in the affected lot merely as a security for the performance of an obligation.
3. Any variance from these restrictive covenants permitted herein must be with the express prior consent of the Developer.
4. 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 customarily used as "outbuildings," for a single family dwelling unit and which are, additionally, of a permanent nature, of similar design and construction to the single family dwelling unit, and are specifically approved in writing by the Developer.

5. No single family dwelling unit erected on any lot in the Subdivision shall exceed two stories in height (exclusive of basement).
6. Every single family dwelling erected on any lot in the Subdivision shall be constructed of brick, masonry, dryvit or other permanent type construction. Each dwelling shall have an exterior of a minimum of 80% brick or dryvit, any other exterior material shall be specifically approved in writing by the Developer.
7. No exterior of any dwelling shall be constructed of vinyl or aluminum siding; except that vinyl or aluminum may be used to cover soffit and fascia. No outside walls may be constructed of imitation brick or similar materials. All outside materials must be new except that used brick, stone or ornamental objects may be used. No temporary residence or other temporary structure shall be placed on any lot. No mobile or modular homes or previously used dwelling or accessory building shall be placed in the Subdivision. No open foundations or unsightly methods of construction shall be permitted on any lot in the Subdivision. All concrete block foundations shall be covered with new or used brick, or plaster of other material as approved by the Developer.
8. Except with written approval of the Developer, any dwelling erected on any residential lot shall have an interior heated ground floor area (whether level or split) of at least 1,650 square feet, said minimum interior ground floor area to be exclusive of all areas within open porches, breezeways, garages, and accessory buildings; provided, however, that a one and one-half (1-1/2) or two (2) story dwelling may have a minimum interior ground floor area of 1,050 square feet if such one and one-half (1-1/2) or two (2) story dwelling has a total interior heated floor area (exclusive of open porches, breezeways, garages and accessory buildings) of at least 1850 square feet.
9. Roof pitch of the front of any dwelling erected in the Subdivision shall be at least 9/12. Roofing shingles shall be of architectural type design or a type approved by developer. All exterior windows of any dwelling erected in the Subdivision shall be of wood or vinyl construction , or a material approved in writing by the Developer.
10. Every single family dwelling erected in the Subdivision shall have a garage which is fully enclosed and of sufficient size for at least two (2) cars.
11. All driveways shall be paved with washed rock or equivalent. The use of gravel or asphalt is specifically prohibited, except as a base to the concrete drive.

12. No chain link fences will be permitted. All fencing will be of the wooden stockade type, unless specifically approved in writing by the Developer. No fence will be allowed beyond the front setback line of any lot. No fence on any corner lot shall extend past the minimum setback requirement of either street.
13. No lot in the Subdivision shall be subdivided without prior written approval of Developer.
14. No part of any dwelling or accessory building on any lot within the Subdivision shall be located within 30 feet of the front line of the lot; provided however, that if there is any conflict between such 30 feet minimum front setback line and any front setback line shown on the recorded plat of the lot, then such plat setback line shall control. No part of any dwelling or accessory building shall be located within 10 feet of the side or 25 feet back line of any lot.
15. The total ground area occupied by a dwelling and accessory building on any lot shall not exceed 30% of the total area of the lot.
16. All electrical service lines, telephone lines and cable TV lines shall be located underground, and the owners of the lot over which a telephone, etc., are to be placed shall be responsible for the cost of labor and materials in placing such lines underground from the street to the dwelling located on the lot. To the extent that the Developer shall furnish or otherwise construct utilities, or future utility services, easements for same shall not be unreasonably withheld by any lot owner.
17. Any television satellite receiver above 18" installed on any lot in the Subdivision, shall be located in the rear yard of the lot and enclosed by a "stockade" type fence, Any television satellite receiver below 18" must be located in the rear of the home.
18. No trailers, boats, motorcycles, campers, or related types of vehicles or instrumentalities, shall be permitted on any lot in the Subdivision, unless stored at all times in a stockade type fence, an enclosed garage other permanent accessory building otherwise permitted under these restrictions.
19. No commercial vehicles larger than a pickup truck shall be allowed on any lot in the Subdivision unless same is maintained within an enclosed garage. Nothing herein contained is intended to prohibit commercial vehicle access to any lot within the Subdivision for purposes of rendering commercial services for the benefit of such lot

owner. No inoperable or damaged vehicle shall be parked or maintained on any lot or street unless same is within an enclosed garage area.

20. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the Subdivision or other lot owners.
21. No fowl, livestock, or other animals, except such customarily domesticated animals as dogs and cats, shall be kept, stabled or penned on any lot or brought onto any lot, and all such animals must be confined on said lot in accordance with local ordinances and state law.
22. Each lot owner will be responsible for maintaining his lot in a reasonably neat condition and shall do nothing on a lot which render it unattractive, unsightly or a nuisance to the Subdivision or other lot owners.
23. No trash containers will be permitted unless same are screened by fencing or shrubbery from public view. All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances.
24. Prior to receiving a deed to any lot and construction of a dwelling on a lot in the Subdivision, the owner of the lot must submit a detailed set of house plans, including the proposed site plan and materials proposed to be used in the construction, to the Developer for written approval thereof and no construction on any lot may be commenced without first obtaining said written approval of the Developer. Once written approval has been obtained, construction on the lot must generally conform with the approved plans, and the owner may not in any way vary the materials proposed in the construction of the residence without the prior consent of the Developer. Developer may assign, transfer or terminate its rights and obligations as a Developer hereunder by execution and recordation of an instrument assigning, transferring or termination such rights and obligations in the Register's Office of Gibson County, Tennessee. Upon execution and recordation of such instrument, Developer shall have no further obligations or rights with reference to the Subdivision as a Developer, except as stated in such instrument.
25. During the period of actual construction of a single family dwelling unit on a lot, the owner thereof shall require all primary and subcontractors and other workmen furnishing services or material to the premises to keep both the lot under construction and other lots reasonably free of trash and other construction debris.

26. Any heating or cooling system for a structure on any lot which is of a type that uses a water source heat pump, or similar device, must drain into a dry well and meet all governing authorities regulations pertaining to same.
27. In the event any lot owner shall construct any improvements on any lot without first obtaining the prior written consent of the Developer, or other such consents as required by law, or varies the materials or construction proposed after construction begins without the prior written consent of the developer, said owner shall be liable to the Developer for a liquidated damages penalty in the amount of \$2,000.00. Nothing herein contained is intended to serve as a waiver of the undersigned or any other lot owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said lot owner from compliance with these restrictions.
28. If any owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any person owning a lot within the Subdivision to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or to recover damages thereof, or both. In the event the Developer or a lot owner shall employ the services of an attorney to enforce any covenant or restriction herein contained, the non-complying lot owner shall be liable for all costs, expenses and attorney's fees incurred by such Developer or lot owner, in order to enforce these covenants and restrictions. Invalidation of any one or more of these restrictions or covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
29. Each property owner shall at his sole expense, obtain and erect an ornamental iron mail box in accordance with the type, model and specifications approved by the developer and no mail box or receptacle of any other type will be allowed.
30. Construction of any single family dwelling erected on any lot in the Subdivision shall be complete within eight (8) months of the beginning of construction of said dwelling.
31. No security lights of size or design similar to street lights shall be erected on any lot in the Subdivision.
32. No above ground pools, whether temporary or permanent, shall be placed on any lot in the Subdivision.

33. Each lot owner shall have an affirmative duty and obligation to ensure that during construction all work is carried out so as to minimize the negative environmental impact of the construction on each lot and the subdivision in general. Each job shall be carried out on a clear basis, with all trash and waste products kept in proper receptacles and removed from the job as soon as practical. Unsightly and offensive materials and supplies shall not be allowed to remain or be stored on the property. Each owner shall take all reasonable precautions to prevent run-off, mud, and the spread of trash or waste from the job site to other lots and the subdivision in general. The lot owner will be responsible to ensure this covenant will be observed and shall be responsible for the acts of his contractor, his subcontractor or any of his agents which fail to observe this covenant.
34. At the time that sixty percent (60%) of the lots in the Subdivision have been sold to parties who occupy or intend to occupy those lots for personal residency, then there shall be a Homeowners Association formed to assume the responsibility for the care of the common areas to promote the general welfare and enhance the Subdivision. Every lot owner shall automatically be a member of the Homeowners Association with one vote per lot owned. All lot owners shall be liable for Homeowners Association dues and shall be required to observe the rules and regulations adopted by the Homeowners Association which are to be approved by majority vote and which are to be made to provide for the care and maintenance of the common areas and to promote and enhance the general welfare and appearance of the Subdivision as a whole. The Homeowners Association shall have the right to assess and collect special assessments.

In the event of a breach of this covenant the Developer shall have the right, as his sole option and discretion, to have independent contractors correct any violation of this covenant and to charge the individual lot owner with the costs of correction of this violation and all costs of enforcing this provision; including, but not limited to a reasonable attorneys fee. The Developer shall have the additional right to file a lien in the Registers Office of Gibson County Tennessee, which shall constitute an encumbrance or the individual lot until the cost and fees are paid to discharge that item, and shall have the right to foreclose that lien if the items remain unpaid. These specific rights and remedies are cumulative to any other rights the developer may have; and developer reserves the right to seek other remedies and damages for violation of this restriction as outlined in the remainder of these restrictive covenants and under the law in general.

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in Stonecreek Subdivision, Phase I, their heirs, successors and assigns, and all persons claiming under them, for a period of thirty (30) years from the date of recording of this instrument; after which time such restrictive covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part or a cancellation thereof, is placed of public record in the Register's Office of Gibson County, Tennessee.

The Developer shall have no liability for any Homeowners Association dues on his lots. The Developer and his property is expressly exempt from Homeowners Association dues. In addition no contractor constructing a residence in the Subdivision shall have any liability for Homeowners Association dues on his/her lot, until and unless that residence has been completed six (6) months and has not been sold to a third party occupant. All lots sold to owners/occupants shall immediately be subject to Homeowners Association if the Developer deems dues necessary to maintain the common areas. Such dues will be assessed by the Developer and payable to the Developer who will be responsible for using such dues to maintain the common areas. When sixty (60%) of the lots are sold for persona residency, then the Homeowners Association shall assume responsibility for assessing dues and maintaining the common areas. In the event property assessed dues are not promptly paid to the Homeowners Association, the lot owner in default shall be responsible to the Homeowners Association for all costs of collection, including but not limited to, a reasonable attorney's fee.

The Property Owners shall form an Association and can be incorporated with a board of five directors who will elect a President, Secretary and the Board of Directors will assess dues and perform all duties that such a Board normally does. The By-Laws of the Association and the Board will be adopted and elected by a majority of the property owners.

The Developer shall notify the Homeowners when sixty (60%) percent of the lots have been sold to owners/occupants, or parties which intend to be owner/occupants, and notify the owners to meet and form the Association, adopt Bylaws and elect officers and upon the signing of that notice, the Developer shall no longer take any responsibility for the common areas.

IN WITNESS WHEREOF, the undersigned has caused the execution of these Restrictive Covenants on this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

STONECREEK PARTNERS-MEDINA, L.L.C.

DTB CONTRACTING AND PLUMBING, INC.

BY \_\_\_\_\_  
Wesley Wolfe

BY: \_\_\_\_\_  
David T. Bunney

TITLE: Member/Manager

TITLE: President

BY: \_\_\_\_\_  
Chris Carothers

TITLE: Member/Manager

STATE OF TENNESSEE  
COUNTY OF MADISON

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, Wesley Wolfe and Chris Carothers, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Member/Managers of Stonecreek Partners-Medina, L.L.C.. And that they, as such Member/Managers, being authorized so to do, executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal, at office on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_