

This instrument prepared by:
Kerley & Koester, Attorneys at Law
204 Parkway
Sevierville, TN 37862
06-100/m

BK/PG: 841/388-393
06011962

6 PGS: AL - RC	
BETTY BATCH: 28488	
12/01/2008 - 08:00 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
OP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, JEFFERSON COUNTY
SARAH WEBB
REGISTER OF DEEDS

RESTRICTIONS

FOR

EAGLE VIEW

WHEREAS, the undersigned are owners of certain lands located in the Second (2nd) Civil District of Jefferson County, Tennessee, designated as Eagle View and being more particularly described on a plat of record in Plat Cabinet H, Slide 328 in the Register's Office for Jefferson County, Tennessee to which reference is here made for a more particular description.

WHEREAS, it is part of the development plan of said land that the same shall be restricted according to use and development;

NOW, THEREFORE, in consideration of the premises and for the protection of the present and future owners of lots in Eagle View, the following special covenants and restrictive covenants and restrictive conditions which are hereby made covenants to run with the land, whether or not they be mentioned or referred to in subsequent conveyance of said lots or portions thereof, and off-conveyances shall be accepted subject to said covenants and conditions.

1. LAND USE. All lots shall be devoted exclusively to residential use, and no building shall be erected or maintained in the subdivision other than single family residences, private swimming pools, pool houses, approved outbuildings, outdoor cooking areas and children's playhouses. All residences shall have at least a double car garage, either attached thereto or integrated in or beneath a residence.

No sign of any character shall be displayed or placed upon any property except those advertising the property for sale and those used by a builder to advertise the property during construction and sales period.

No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event, nearer than 25 feet from any adjoining property.

All of said lots, from the date of sale, must be maintained by the owner in a neat and orderly condition, including grass cutting and debris removal. See mowing provisions - Item 14 of these restrictions.

2. ARCHITECTURAL CONTROL. Prior to construction, the house plans and all other improvements must be submitted to the developer for its review at a fee of \$500.00. The developer may assign its approval rights to the Eagle View Home Owner's Association. The developer shall have the sole and exclusive right (subject to assignment) to approve plans for aesthetic reasons, not structural.

Neither the developer, or its successors or assigns shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Every person and entity who submits plans to the developer agrees, by submission of such plans, that he or it will not bring any action or suit against the developer or its representatives by reason of the approval or disapproval of such plans. If plans are not disapproved within 21 days, the plans shall be deemed approved.

The lot owners shall have the right to appeal the decision. The plans shall be deemed approved if 75% of the lot owners within a 300 foot radius of the owner's property accept the plans in writing.

Eagle View lots owners are to submit the following a minimum of 30 days prior to starting construction. Lot owners have the sole responsibility of submitting the required information and complying with the approved plans.

- A. HOUSE PLANS: (To be retained by developers)
1. All front, rear, left and right exterior elevations.

2. Exterior materials and specifications:
 - *Shingles, siding, brick, stone, etc.
 - *Windows (size and type), types and samples upon request.
 - *This may be required for clarity.
3. All exterior color schemes:
 - *Roofing
 - *Body of house
 - *Trim
 - *Shutters, etc.

B. SITE PLAN:

1. Location of house on lot:
 - Existing and proposed grading details.
2. Driveway and walkways:
 - Location, type and materials
3. Retainer walls and fences:
 - Location, type and materials

C. LANDSCAPING PLAN: May be submitted after the house is started but at least 60 days prior to completion of home:

1. Location of the planting areas.
2. Types and sizes of plants.
3. Mailbox design and materials.
4. Lighting (any exterior and the type).

D. OTHER IMPROVEMENTS AND LOCATION OF IMPROVEMENTS AS PER RESTRICTIONS.

Before any alterations or changes are made to approved plans, they must be submitted for review and approved. The above items may be sent directly to:

Auey Hsiung Cheng, 2491 NW 167th Ave., Coral Springs, FL 33065

4. BUILDING TYPE AND LOCATION. No part of any lot shall be used for residential purposes until a completed dwelling house, conforming to the provisions of this instrument, shall have been erected thereon. The intent of this paragraph is to prevent the use of garage, incomplete structure, trailer, tent, or other enclosure as living quarters before or after the erection of a permanent dwelling. A trailer shall not, under any circumstances, be considered a permanent dwelling, and no trailer type of residence shall at any time be placed or maintained on the premises. However, the use of construction trailers during the construction period is allowable provided their sole use and purpose is to store tools and related materials. There shall be no log homes, modular homes, or mobile homes allowed within the subdivision, regardless of the manner in which such structure is attached to a lot.

A. The dwelling shall be completed in nine (9) months from the beginning of construction. An extension of the construction period may be approved by the developer or assigns. The owner shall be responsible to see that the construction site is kept free of debris and waste so as not to create a nuisance of litter to the other property owners.

B. There shall be no more than one dwelling permitted on each lot. There shall be no exposed concrete block on the house, outbuildings, or retaining walls.

C. The exterior shall be brick, stone, stucco, wood siding or other approved material. The specifications or photographs and/or samples of the exterior materials must be submitted with the plans.

D. The roofs shall be a minimum of 7/12 pitch. All roofs shall be what is described as a dimensional shingle or better to be approved by the developer. Porch roofs or other minor or accent roofs may have a lesser pitch if approved by the developer.

E. SETBACKS: The dwelling shall be set back at least 30 feet from the street right of way upon which the dwelling shall face; 15 feet to any side line; 15 feet from any rear lot line; 25 feet to any side street line. No outbuildings, outdoor fireplaces and children's playhouses of approximate ground level construction, shall be located on or nearer 15 feet of any property line. For the purposes of being considered part of the building, a building shall not be constructed to permit any portion of the building on the lot to encroach upon another lot. No

provision of these restrictions shall be construed to permit any structure to be built on any lot that does not conform to the zoning laws and regulations of Jefferson County, Tennessee. It shall be permissible for the developer to reduce the front line setback requirements if necessary. Said permission shall be in writing and shall be recorded in the Register's Office of Jefferson County, Tennessee.

F. Prior to construction, owners are required to meet all governmental agency requirements, including obtaining local health department permits.

G. Pool houses shall only be permitted in connection with a swimming pool. All swimming pools must be enclosed by a fence approved by the developer and meet all the existing government requirements. Above ground pools are prohibited.

H. No fence shall be erected or maintained nearer to the front lot line than rear elevation of the residence. All the fencing materials to be used shall be approved by the developer.

I. All the mailbox materials and designs must be approved by the developer. Any and all of the exterior lighting must be approved by the developer. No lights shall be constructed or placed in such a fashion as to focus an undue amount of light on the adjoining or nearby landowners.

4. MINIMUM DWELLING SIZES: Any dwelling erected upon any lot must meet the minimum square footage requirements regarding livable floor area as set forth below as to the respective classification.

A. Two-story residence with attached double garage; 2,000 square footage with 1200 square footage minimum on the main level, excluding finished basement.

B. One-story residence without basement but with attached double car garage: 2500 square footage minimum.

C. One-story residence with full basement and attached double garage: 2000 square footage minimum.

D. One-story residence with full basement and double car garage in the basement: 2000 square footage minimum on the upper level.

E. One and one-half story residence with full basement and double garage in the basement: 1,500 square footage on the first floor with a minimum of 2,500 square footage total, excluding finished basement.

F. One and one-half story residence with attached double garage: 2,000 square footage on the first floor and a minimum of 2,500 square footage total.

No dwelling shall be erected or permitted to remain in Eagle View unless it has the required number of square feet of enclosed living area, exclusive of open porches, garages or basements as set forth in this paragraph.

For the purpose of this paragraph, stated square footage shall remain the minimum floor area required, and floor areas shall mean the finished and heated living area contained with the residence, exclusive of open porches, garages and basements.

5. DRIVEWAYS: Before any construction is begun, a temporary driveway shall be installed and said drive shall be crowned and have the proper drainage so that overflow, if any, from the building site shall not flow upon the main road. After construction is completed, the driveway shall be concrete. The owner shall be responsible for any clean up or repair costs made to public roads during construction.

6. SUBDIVISION OF LOTS: No lot shall be resubdivided in order to create a greater number of lots in the subdivision without the written consent of the developer and no lot or parts of lots may be used as access to any other property outside the subdivision without written consent of the developer and such consent must be recorded in the Register's Office of Jefferson County, Tennessee.

7. UNDERGROUND UTILITIES AND EASEMENTS: Lot owners shall have the responsibility to preserve and protect underground utilities. No utilities may be above the ground including, but not limited to, electric, telephone and cable television. There shall be a ten (10)

foot easement for utilities on the front and a five (5) foot easement on the side, at the border of each lot, except where two or more lots are joined to make one lot, the interior lot line easement shall be eliminated.

8. SATELLITE DISHES: Satellite dishes, other than those being 30 inches or less, shall not be permitted and allowable satellite dishes must be hidden from street view. No ham radio antennas, outside roof antennas, or other such electronic devices shall be permitted.

9. ANIMALS: No animals other than household pets shall be kept on said lots or tracts. They shall not be kept or maintained for any commercial purposes and their behavior shall not be allowed to constitute a nuisance to other lot owners in the subdivision.

10. NUISANCES: No noxious or offensive activity shall be allowed upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. This would include parking of tractor-trailer trucks, buses, commercial vehicles and inoperative or abandoned automobiles anywhere on the lots or on the street. Any motor home, travel trailer, boat or recreational vehicle must be housed in the garage or screened from the view of the streets. Vehicles shall not be regularly parked overnight on any street.

All building materials must be removed from the premises within 30 days after occupancy of the dwelling.

No outside clotheslines shall be erected or placed on any lot.

11. REFUSE CONTAINERS AND SCREENING. Garbage and refuse shall be placed in containers which shall be concealed and contained within a building or concealed by means of a screening wall of material similar to and compatible with that of the residence and to provide a permanent screen at all times of the year. These elements shall be integrated with the building plan and designed so as not to attract attention and located in as reasonable an inconspicuous manner as is possible.

12. TERM. Each and everyone of the aforesaid covenants, conditions, and restrictions shall attach to and run with each and every lot of land and all titles to and estates therein shall be subject thereto and the same shall be binding upon each and every owner of said lots until 2026 and shall be extended automatically to apply to each lot for successive periods of 10 years, unless by action of a minimum of 65% of the then owners of the lots, it is agreed to change said covenants and restrictions in whole or in part, provided that the instrument evidencing such action or changes must be in writing and shall be duly recorded in the Register's Office of Jefferson County, Tennessee. The developer may amend these restrictions unilaterally at any time as long as he owns over 10% of the lots in the subdivision.

13. INVALIDATION. In the event that for any reason any one or more of the foregoing protective covenants and restrictions shall be construed by judgment or decree of any court of record to be invalid, such action shall in no way effect the other provisions nor the invalid provision as it may apply to differing circumstances, such shall remain in full force and effect. The owner hereby declares that said restrictions are not interdependent, but severable, and any one would have been adopted even without the others.

14. PROPERTY OWNER ASSESSMENTS: There shall be a monthly fee of \$50.00 for mowing vacant lots and an annual homeowner's maintenance fee of \$ 50.00 (to be determined by Association and approved by developer) which will be paid to the Eagle View Property Owner's Association on or before January 2 of each year. These fees shall be subject to a cost of living index. The first year will be pro-rated at closing and paid to the association. After February 1, fees will be considered delinquent and subject to reasonable collection costs, attorney fees, interest and late charges. The Property Owner's Association will maintain the entrance sign and landscaping area. The developer shall not be required to pay any fees for a period of three (3) years after the recording of these restrictions.

15. ENFORCEMENT: If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in Eagle View to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either enjoin him or her from so doing or to recover damages or any other dues for such violations. Incident thereto, the enforcing parties shall be entitled to *

reasonable attorney's fee incurred in so doing, and the violator or violators shall also be liable for any such other and additional damages as may occur, including but not limited to court costs.

16. WAIVER: That for the purpose of property improvement as long as it retains record ownership of any lots in the subdivision, the developer reserves the right to grant waivers from these restrictive covenants. Said waiver must be in writing and recorded in the Register's Office of Jefferson County, Tennessee. Any waiver shall be conclusive proof that the waiver would not materially effect the purpose sought thereby, by the developer. Other owners of lots in the subdivision shall not be entitled to bring suit to enforce the compliance of the original restriction where a waiver has been given by the developer, nor is any owner entitled to damages from the developer for any waiver granted by him.

WITNESS our signatures this 2 day of ^{November} ~~October~~, 2006.

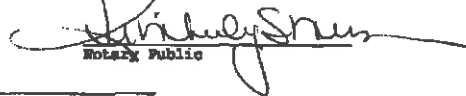

Rany Haiung Chang


Tsai Fang Chang

STATE OF Florida
COUNTY OF Broward

Personally appeared before me, the undersigned, a Notary Public, Rany Haiung Chang and wife, Tsai Fang Chang, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 9 day of ^{Nov.} ~~October~~, 2006.


Notary Public

My Commission Expires _____

RegisView.com FL Drivers taken as identification



No. 9328 P. 7/7

0ct-30, 2006 11:45AM GUARANTY LAND TITLE