

Restrictive Covenants Castleberry Farm

Barry and Brian Sullivan, owners and developers of all lots in Castleberry Farm Subdivision, hereby declare, set forth, and establish the following restrictive covenants for Castleberry Farm. The purpose of these covenants is to protect the owners of lots in this development and to make their investment in the development more secure.

1. No lot size may be changed or altered in any way.
2. Each lot shall be used for the construction of a single-family residence.
3. No noxious or offensive trade or hobby shall be allowed on any lot. The enforcement of this section may be done by the developer or any land owners in Castleberry Farm.
4. Any residence constructed on any lot must meet one (1) of the following size restrictions:
 - a) If a one-story house, then 1800 square feet plus a two-car attached garage. (Phase V) If a one-story house, then 2000 square feet plus a two-care attached garage.
 - b) If a half-basement house, then 1800 square feet (Phase V) 2000 square feet plus a two-car garage to be in the basement.
 - c) If a full basement house, then 1800 square feet (Phase V) 2000 square feet plus a two-car garage to be in the basement.
 - d) If a two-story house, then the first floor must contain 1000 square feet plus a two-car garage, and the entire structure must contain not less than 2000 square feet, plus a two-car garage.
 - e) All square footage measurements are exclusive of porches, decks, balconies, etc.
5. All plans must be submitted to the developer for approval of exterior design, materials and decoration. The developer may require changes in the plan deemed necessary for the protection of all landowners (Phase II, III, IV, V) and the need to prevent too much similarity among houses. Failure to submit plans or failure by the developer to request plans shall not excuse any lot owner from the requirement and the developer may enforce this section for a period of one year after the completion of construction. (Phase IV, V) Plans must be submitted for each lot. Previous plan approval

does not guarantee future approval of the same plan on a different lot. The following restriction shall be placed on all homes built:

- a) No exposed block foundation is allowed. All foundations must be brick or architectural masonry.
 - b) No man-made stone is allowed unless approved in writing by the developer.
 - c) All brick shall be approved by developers.
 - d) All houses must have (Phase III, IV, V) minimum two-car garages. Garage doors must open toward lot side or rear lines unless approved by developer.
 - e) No driveways will be constructed over any meter boxes or valves. Lot owner shall be responsible for placement of any culvert and headwalls and the maintenance thereof.
 - f) Any utility or storage building that may be constructed must comply with area design of the development and be approved by the developer and/or the homeowner's association.
 - g) Any pool that may be constructed must be a below-grade type pool. Pool equipment must be enclosed or screened from public view.
 - h) All paint or stain used shall blend harmoniously with that used on other houses in the area so as not to appear garish or unsightly. The developer may require the owner to repaint or re-stain any painted or stained exterior surface at any time up to one year after the application of any part or stain to any exterior surface.
 - i) All driveways shall be hard surfaced concrete or asphalt.
 - j) All houses shall have a roof pitch of 7 ½ (Phase III, IV, V) 8 ½ or greater. All rooflines must be broken by gables, etc. and/or include dormers in the house design.
6. Each house constructed must contain two full baths, each bath having at least three fixtures.
 7. No mobile home, shack or any other such buildings may be located on or used on any lot for any reason whatsoever without the express written consent of the developer.
 8. No boat, trailer or any other recreational vehicle shall be regularly parked between the front of the residence and the street, or on the street.

9. No vehicles other than family cars and/or pick-up trucks that are operable, on wheels and displaying current State License and a current Country sticker shall be kept or stored on any lot, unless they are in a garage or basement. No automotive vehicles are to be torn down, sanded or spray-painted while on a lot, unless the same is confined to a garage or basement. No lot owner shall be allowed to operate a vehicle repair service in this subdivision, either for private or public purposes.

10. No fence shall be erected on any lot nearer the front of the lot than the rear of the house, and the type fence must be approved by developer or homeowner's association.

~ Phase II ~Fences must be erected no taller than 72" on any lot, and Must be of dogear plank wood or vinyl matching the color of the exterior trim of the house.

~ Phase III ~Fences must be erected no taller than 72" on any lot, and Must be of dogear plank wood or vinyl matching the color of the exterior trim of the house. Any variation must have prior approval by developer.

~Phase IV and V~ No fence shall be erected on any lot nearer the front of the lot than the rear of the house. Fences must be erected no taller than 72" on any lot, and must be of dogear plank wood or vinyl matching the color of the exterior trim of the house. Any variation must have prior approval by developer.

11. No shrubbery shall be allowed to grow to a height of over 42" on any portion of any lot that is between the rear of the house and the front of the lot.

~Phase II~ Shrubby must be maintained in a well-groomed fashion.

~Phase III~ Shrubby must be maintained in a well-groomed fashion.

~Phase IV and V~ Shrubby landscaping and lawns must be maintained in a well-groomed fashion.

12. No junk, unsightly materials or goods of any nature, inoperative automobiles or used building materials shall be stored upon any lot unless concealed in a building.

13. The developer may enter upon any lot and perform maintenance on any neglected house or lot that is required for the protection of all land owners, including the right to enter for the purpose of cutting grass and cleaning up the said lot, and the costs of any such maintenance shall be a lien upon the property and to the direct costs of such maintenance there may be added reasonable attorney fees, collection fees and courts costs.
14. All lots are conveyed subject to restrictions and easements placed on the plan by the developer, the Fairview City Planning Commission and any other governmental restrictions in force and unknown to the developer at the time of conveyance. Whenever zoning regulations of the City of Fairview are more restrictive than the covenants herein contained, they shall take precedence.
15. No structure shall be moved onto any lot unless it shall conform to and be in harmony with these restrictions and is approved in writing by the developer.
16. If the parties hereto, or their heirs or assigns, shall violate or attempt to violate any of the covenants, restrictions, it shall be lawful for any other persons owning any other lot or lots in said development to prosecute any proceedings at law or in equity against person or persons violating or attempting to violate such restrictions and either to prevent him or them from so doing or to recover damages or their dues for such violation. (Phase IV and V) All parties hereto or their heirs or assigns hereby consent to comply with each of the restrictive covenants herein and agree to pay reasonable attorney's fees and court costs resulting from the enforcement at law or in equity of any and all of the foregoing restrictive covenants.
17. The developer must approve in writing any plot plan that located any house closer than 15 feet to any sideline.
18. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions of this document which shall remain in full force and effect.
19. These restrictive covenants may be changed or amended by a majority vote of the lot owners covered by these covenants, but only after all lots have been conveyed to owners by the developer. The developer will keep one vote, even after conveyance of all lots.
20. The purpose of these covenants is to protect the owners of lots in this development and to make their investment in the development more secure.

21. Diligence in completing construction: Upon the commencement of construction of any building or any other structure, the same shall be pursued to completion with due diligence, and no construction shall be abandoned or discontinued prior to completion for more than forty-five (45) days. Construction of any building on a lot in said subdivision must be complete within 12 months from the date on which a site permit for construction is issued by the City of Fairview.
22. Maintenance of Construction Site: Builders shall maintain lots and construction site in a clean manner during construction, and trash and excess material shall be cleared at least once a week. (Phase IV and V) The developer may enter upon any lot during the construction period and perform maintenance on said construction site that is required for the protection of all land owners, including the right to enter for the purpose of cutting grass and cleaning up the said lot, and the costs of any such maintenance shall be a lien upon the property and to the direct costs of such maintenance there may be added reasonable attorney fees, collection fees, and court costs.
22. Animals, Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other household pets may be kept at reasonable numbers for the pleasure of the occupants, provided that they re not kept, bred or maintained for any commercial purposes.
23. All utilities, including but not limited to water and sewer, must be run underground from curbside to the house and from the house to out-building.
24. No structure, satellite dish or television receptacle is to be installed in the front yard of any lot. (Phase III, IV, V) No satellite dishes over 30" diameter are allowed.
25. No buildings shall be constructed or maintained on any lot nearer to the lot lines than permitted by the recorded plats, except in the case of any variances that may be granted by the City of Fairview, Tennessee.
26. Before any construction is commenced upon any lot, the Owner/Builder shall have an approved building permit from the Building Inspector for the City of Fairview, Tennessee. No residence may be occupied without the issuance of a final "Use and Occupancy Permit".

27. Mailboxes shall be of a standard manufactured type as approved by the United States Postal Service. Mailboxes shall match the developers choice of style and conform to existing residences.
28. The storage of wet garbage, rags, paper, shavings, bones, tin cans, open bottles, etc., shall not be permitted on any lot in this subdivision, and all refuse is to be kept in standard type garbage cans. Open incineration or incineration in barrels is prohibited.
29. No signs for advertising, except those for sale of the property, shall be permitted.
30. ~Phase IV and V~ All homes must be constructed with ANDERSEN* windows unless otherwise approved in writing.

These restrictions and covenants are to run with the land and shall be binding upon all parties claiming under Owners/Developers for a period of thirty (30) years from the date these covenants are recorded, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to changes in said covenants in whole or part. Enforcement of these restrictions shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions. Violators will be responsible for court costs and reasonable attorney's fees incurred for enforcement of these covenants. Invalidation of any of these restrictions by judgment of the court shall in no (Phase IV and V) way or wise affect the other provisions, which shall remain in full force and effect.