

Reservations, Restrictions, Easements and Covenants of  
ROLLING HILLS ESTATE SUBDIVISION

Hohenwald, Tennessee.

1. There shall not be erected or maintained on the property of this subdivision any structure of any kind other than a single family dwelling and suitable accessory buildings or ground improvements, such as garage, gardenhouse and trellises, except as may be noted in the Recorded Deed of Restrictions. No garage or accessory building shall be used as living quarters except for employees, and such garage or accessory building shall not be used or occupied as living quarters prior to the erection of the dwelling. All garages must be built on rear half of lot or attached to the house.

2. Easements and rights of way are hereby expressly reserved for the creation, construction and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewers, storm drains, public and private, as well as for any public or private utility or function deemed necessary and/or expedient by the SELLER for the public health and welfare. Such easements and rights of way shall be confined to the rear ten (10) feet of every lot, and six (6) feet alongside of every building plot. The SELLER hereby reserves the exclusive right to dedicate the roads, streets and avenues abutting the aforesaid property to public use without the consent of the BUYER.

3. All dwellings and accessory buildings shall be of modern architecture and of a design compatible with other like buildings situated in said Subdivision. The exterior of same shall be either of brick, stone (manufactured or natural) or wood-paneled. No imitation brick siding or other like materials shall be ~~found~~ used; no boxed-type construction shall be permissible, and all dwelling houses shall contain at least five rooms in addition to bath; no outdoor privies are permissible; all construction shall be of a grade considered in the locality as being equal to the better type of dwelling construction.

4. No sign of any kind shall be exhibited in any way on or above the property of this Subdivision without written approval of the SELLER or his duly authorized agent.

5. No fence or hedge shall be erected or maintained on the property of this Subdivision which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose, a hedge or fence should, if possible be maintained at no greater height than four (4) feet.

6. The laws of the State of Tennessee, the County of Lewis and the City of Hohenwald, as well as the rules and regulations of their administrative agencies and officials now or hereinafter in effect with regard to sewage disposal, water supply and sanitation are hereby incorporated and made a part hereof, and any State, County or City official having the administrative duty to inspect the property of the subdivision shall have the license to enter upon the property of the subdivision from time to time to make any such inspection.

7. No husbandry of either animals or fowls shall be conducted or maintained upon the property of this subdivision, provided however, that house pets shall be excluded from this restriction.

8. No main dwelling shall be erected nearer than thirty (30) feet of the front or the minimum setback lines as shown on subdivision plat, twenty (20) feet of the rear and ten (10) feet of the side lines of any building plot which may be sold hereunder. No other building shall be erected nearer than thirty (30) feet of the front line nor nearer than ten (10) feet of the side line nor nearer than twenty (20) feet of the rear line.

9. No trailer shall be allowed on any lot. No lot shall be used as a junk-yard or auto graveyard.

10. No dwelling shall be constructed on lot less than 9,000 square feet.

11. All dwellings shall contain a minimum of 1000 square feet of living area.

12. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date ~~of~~ these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

14. SEVERABILITY. Invalidation of any, <sup>one</sup> of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Adopted June 28, 1961.

  
Owner and Developer

STATE OF TENNESSEE  
LEWIS COUNTY

I, PEARL D. POORE, Register of said County,  
do certify that the foregoing instrument and certificate are Registered in my said office in Book