

RESTRICTIONS

NOW THEREFORE, IN CONSIDERATION OF THE ESTABLISHMENT FOR SOUND VALUES AND THE ORDERLY DEVELOPMENT OF A CERTAIN SUBDIVISION KNOWN AS:

RICHEY FARMS

THE UNDERSIGNED DEVELOPER DOES HEREBY DECLARE THE FOLLOWING RESTRICTIONS AND PROVISIONS FOR THE SUBDIVISION NAMED RICHEY FARMS,

- OWNERSHIP:** Richey Family General Partnership is the Developer and the Owner of 35 lots numbered 1 through 35 inclusive, situate along Dodd Hollow Road in the County of Hickman, Tennessee known as **RICHEY FARMS**, and being a part of the same property acquired by the Developer by deed shown of record in Deed Roll Book _____, Page/Image _____ in the Register of Deeds' Office of Hickman County, Tennessee at Centerville, Tennessee. The Developer may unilaterally waive, release, modify, or amend by the appropriate document recorded in the Register of Deeds' Office for Hickman County, Tennessee any or all of the restrictive covenants below because of the house design required or the unusual layout, elevation, severity of slope, or dimensions or any lot, so long as the waiver does not materially affect the general scheme or the subdivision. The Developer may make other and additional restrictions applicable to each lot by the appropriate provision in the deed.
- PLAT:** A plat or map of said subdivision made by _____, Registered Land Surveyor, Tennessee License No. _____, has been approved by the appropriate authorities of Hickman County, Tennessee and thereupon was submitted to record in the Register of Deeds' Office of Hickman County, Tennessee, where it appears in Plat Roll Book _____ Page/Image _____.
- EFFECTIVE DATE:** The restrictions and covenants herein contained are to take effect immediately and shall be binding on the undersigned developer, all persons owning any lots in said development, and anyone claiming under them until December 31, 2032. Said covenants shall thereafter automatically be renewed and extended for successive periods of ten (10) years, unless by vote of a seventy-five percent majority of lot owners, it is agreed to change said covenants and restrictions in whole or in part.
- PROCEEDINGS FOR VIOLATIONS/HOMEOWNERS ASSOCIATION:** If the owner of any lot in **RICHEY FARMS**, their successors or assigns shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any other person or persons owning any real property situate in said subdivision to prosecute any proceeding in law or in equity against the person or persons violating or attempting to violate any such covenants. The purpose of such action may be either to prevent him or them from so violating such covenant, or the recover damages or other dues or assessments arising from such violation. In addition to any damages or expenses, the violator will be responsible for all attorneys' fees required to prevent or abate the violation. After the sale of 60% of the lots, Developer shall organize a homeowners' association that shall have the authority in addition to the individual lot owners to enforce a violation of these covenants. In addition, the Homeowner's Association will have the authority to impose fees for maintenance of roads and common areas with the approval of a majority of the lot owners; each lot is entitled to 1 vote.
- SEVERABILITY:** Each covenant in this declaration of restrictions shall be considered distinct and separable by the undersigned developer and any owner of real property in said subdivision, and in the event any one or more of these covenants shall be declared null and void by judgment or court order, all other covenants herein contained shall remain in full force and effect.
- COUNTY ZONING ORDINANCE:** The subdivision restricted herein is subject to the provisions of the County Zoning Ordinances as the same is applicable to an agricultural A-1 district

provided for in said zoning ordinance. The regulations applicable to an agricultural district A-1 district in said zoning ordinance as it exists on the date of execution of this declaration by the undersigned developer are incorporated herein by reference as though set forth verbatim and each and every such regulation is hereby declared to be a restriction on said subdivision.

7. **EXCAVATION OR FILLING:** The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots or so as to dam up water or other materials on any other lot in the subdivision. No rock, gravel, clay, minerals or sand shall be excavated or removed from any property for commercial purposes. The undersigned developer is expressly exempted from this provision during the development stage and may do any of the things above so long as it does not cause the impact herein intended to be prevented to a lot already sold to another owner.

8. **DEVELOPMENT:** The undersigned developer does reserve exclusively to itself, its successors or assigns the right to use any residential lot or lots not already sold for the purpose of constructing a street or streets for entry into any other property or adjacent properties should it become necessary or advisable. Additionally, the undersigned developer reserves the right to change, lay out new, or discontinue any street, avenue or way shown on the plat of **RICHEY FARMS**, which is not necessary for ingress or egress to any lot already sold by the undersigned developer its successor or assigns to another owner, subject to the requisite approval from any governmental authority. No other lots shall be used as a public road or street to adjacent properties without the written consent of the Developer. Any subdivision of any Lot has to be approved by the Developer in writing and comply with Hickman County Zoning.

9. **NUISANCES:** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The roads within the subdivision are private roads; no owner shall conduct any activity that results in heavy traffic through the subdivision. No commercial vehicles shall be parked upon any lot in said subdivision unless within an enclosed garage or shed, and no commercial vehicle may be parked on any road in said subdivision except temporarily for the purpose of transporting goods or services to or from a residence situate on a lot in said subdivision. The undersigned developer is expressly exempted from this provision during the development stage and may do any of the things above so long as it does not cause the impact herein intended to be prevented to a lot already sold to another owner.

10. **PERMANENT STRUCTURES:** All structures or improvements of any kind, including exterior materials and colors, and all plans, designs, and drawings must be approved in writing by the Developer prior to any construction and must also meet the approval of the County Building Inspector. There shall be no more than two (2) permanent residential dwellings per lot. Any subdivision of any Lot has to be approved by the Developer in writing and comply with Hickman County Zoning. All structures or improvements of any kind must be set back from the front and back of the lot one hundred (100) feet and a hundred (100) feet from the sides of the lot unless specifically waived in writing by the Developer. All major roof lines shall be at least 5-12 pitch, unless specifically permitted or waived in writing by the Developer. All detached buildings or structures must be constructed with comparable materials as the exterior of the main dwelling and must meet the approval of the Developer or their representative/assignee and the County Building Inspector or other official, prior to construction. All subsequent structures to be constructed must be approved by the Developer or its designee. No single wide or modular homes of any kind are allowed. The undersigned developer encourages individual lot owners to seek plan and specification approvals during the preliminary design state.

11. **TEMPORARY STRUCTURES:** No trailer, garage, or barn on any lot shall at any time be used as a temporary residence except as allowed by the Hickman County Zoning Codes. No structure of a temporary character may be used as a residence. In addition, any detached temporary structure (gazebo, storage building, etc.) must be built with exterior and interior materials comparable to the main residence and must meet the approval of the County Building Inspector or other official and the Developer or its representative/assignee, prior to construction. Nothing in this provision should be construed to prohibit camping and other outdoor activities.

12. **DWELLING SIZE RESTRICTIONS:** No dwelling shall be permitted on any lot on which the finished area of the main structure of the dwelling, exclusive of one story open porches and garages, shall be less than 1,800 square feet. Any dwelling of more than one story must have a minimum of 1,200 square feet for the first floor unless expressly waived by the written consent of the Developer. An exception to the minimum square footage requirement may be applied for to the Developer or its designee due to use, quality and/or location of the structure.

13. **SIGNS:** No signs of any kind shall be displayed to the public view on any lot, except one sign of no more than 10 square feet displayed by the owner or real estate company advertising the property for sale or rent, any sale signs used by the undersigned developer owner, its successors or assigns, to advertise the property during the development period, subdivision entrance signs as the developer may choose, or street signs as required by law.

14. **LIVESTOCK AND POULTRY:** Richey Farms is a subdivision of mini-farms; however, no industrial farming is permitted. This provision does not prohibit a lot owner from selling his farm goods for profit, provided that they shall not be allowed to be or to become a nuisance to the neighborhood. Large livestock are limited to one (1) per every three (3) acres (a cow/calf shall count as 1 for a period of 7 months after the birth of the calf); medium livestock are limited to five (5) per acre; and no highly concentrated small livestock; highly concentrated poultry is prohibited; no kennels are allowed. The Developer or its designee may approve exemptions to this provision in writing should circumstances permit.

15. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste, all of which shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

16. **MATERIALS:** No residence or other structure permitted in these restrictions shall be constructed of concrete or cinder block, except that block or concrete may be used if it is covered or veneered with brick or stone or other exterior materials approved by the Developer. It may also be permissible to use brick, stone, certain types of manufactured stone or brick, split face blocks, wood siding, aluminum siding, vinyl siding, synthetic insulated plastering systems, drivit or stucco of an acceptable grade and quality, or other exterior materials where designed and used in good taste, but only where and as specifically approved by the Developer or its designee.

17. **NEIGHBORHOOD AESTHETICS:** In order to preserve the aesthetics of the neighborhood the following restrictions shall apply:

(a) Fencing along road frontages shall be approved in writing by the Developer or its designee.

(b) All communication antennas of any type must meet the approval of the Developer prior to its construction; however, no TV, CB, Ham or other outside antennas higher than fifteen feet above the tallest point of the home shall be permitted on any property.

(c) Owners of developed lots shall keep their lots mowed at all times so as to maintain the same in a neat and attractive manner and free from debris and trash. All lawn areas are to be properly seeded and landscaped to prevent erosion, the run-off of mud, or other earth materials, etc. onto neighboring property or roads. Until a home or residence is built on a lot, the undersigned Developer may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in their judgment, and have dead trees, shrubs, and plants removed from the property and the owner of such lot shall be obligated to pay for the cost of such work.

(e) Exterior statuary must be approved by the Developer and proper consideration should be exercised when using exterior statuary in landscaping, so as to maintain the architectural integrity of the neighborhood.

(f) No junked or disabled vehicle or structure of any type may be stored in public view on any lot, either on a temporary or permanent basis.

(g) No large trucks shall be parked within **RICHEY FARMS**, except as required by the Developer for the purpose of development or construction or by independent contractors actively

constructing improvements on one of the subdivision lots.

(h) No building material of any kind or character shall be placed or stored upon the property until the individual lot owner is ready to commence construction of improvements (unless such materials are stored in an enclosed area), and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the roads and property line unless approved by the undersigned developer. The exterior of all improvements started on said land must be completed immediately.

18. RESERVATIONS AND EASEMENTS:

Permanent easements for installation and maintenance of all water, sewer, cable, electricity and all other necessary or proper public utilities and drainage facilities as well as for ingress and egress are reserved as shown on the Richey Farms Subdivision plat, on any current or subsequent survey of individual Lots; and 25 feet on each side of any installed utilities at the time of the purchase of any Lot.

19. USES: This property shall be used for residential and agricultural purposes only and no building or structure shall be erected thereon to be used for the purpose of any trade, manufacture, or other business, however, a lot owner may have a home office. Only two (2) single family residences may be constructed on each lot and only one family shall occupy said dwelling on a permanent basis.

WITNESS the signature of the Developer and Owner hereunto subscribed its President on this _____ day of _____, 2014.

RICHEY FAMILY, GP

By: _____

STATE OF _____
COUNTY OF _____

Before me, a notary of the State and County mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be _____ (or other officer authorized to execute the instrument) of **RICHEY FAMILY, GP.**, and that he/she executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation.

WITNESS my hand and official seal, at office in the City of _____, said State and County, this _____ day of _____, 2014.

NOTARY PUBLIC

My commission expires:
