

Hidden Ridge, Phase 4

CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING
C43	39.70	25.00	25.44	35.66	N19°31'33"W
C51	21.03	25.00	11.18	20.41	N89°07'08"W
C52	77.04	50.00	48.53	69.65	S69°04'14"E
C53	25.45	50.00	13.01	25.18	S10°20'44"E
C54	26.67	50.00	13.66	26.35	S19°47'37"W
C55	32.45	50.00	16.82	31.88	S53°39'47"W
C56	36.39	50.00	19.09	35.60	N86°53'40"W
C57	42.94	50.00	22.90	41.63	N41°26'18"W
C58	21.03	25.00	11.18	20.41	S40°59'46"E
C59	57.19	25.00	54.94	45.51	N49°26'38"E
C60	56.15	50.00	31.45	53.24	S16°04'57"W
C61	39.37	50.00	20.77	38.36	S70°48'44"W
C62	34.05	50.00	17.71	33.39	N67°07'10"W
C63	24.28	50.00	12.39	24.04	N33°41'54"W
C64	73.87	50.00	45.53	67.33	N22°32'13"E
C65	15.32	25.00	7.91	15.08	S47°48'07"W
C66	38.45	25.00	24.19	34.77	N55°55'33"E
C67	23.76	25.00	12.86	22.88	S15°21'38"E
C68	41.74	83.90	21.31	41.31	N28°20'06"W

LINE TABLE		
LINE	LENGTH	BEARING
L54	89.43	S20°10'51"W
L60	53.76	N54°37'01"E
L61	69.55	S81°04'41"E
L62	48.26	S19°04'43"E
L63	25.21	S19°04'43"E
L64	41.65	N63°30'17"E
L65	43.55	S20°10'51"W
L66	61.47	N88°18'41"E
L67	25.00	N88°18'41"E
L68	33.44	S65°01'27"E
L69	66.57	S65°01'27"E
L70	50.01	S65°01'27"E
L71	38.40	S63°30'17"W
L77	48.09	S53°53'03"W
L78	64.86	S89°15'58"W
L79	37.30	S79°53'13"W
L80	46.76	N64°21'15"E
L81	28.67	S54°32'13"W
L82	25.00	N65°01'27"W
L83	50.39	N25°58'21"E
L84	54.04	N43°37'41"W

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**PROTECTIVE AND RESTRICTIVE COVENANTS
OF
HIDDEN RIDGE SUBDIVISION, PHASE IV**

WHEREAS, PHILLIPS REAL ESTATE, INC., owners of the following described development known as **HIDDEN RIDGE SUBDIVISION**, which has been subdivided and recorded and which it proposes to restrict by this instrument, and whereas said subdivision known **HIDDEN RIDGE**, in Powell, Tennessee, and a map of plat of the said subdivision is of record in the Registers Office of Anderson County, in Plat Cabinet 7, Slide 197D in the Register of Deeds Office, Anderson County, Tennessee.

WHEREAS, it is now desired and the intention purposed for the benefit and protection of the present owners and the purchaser or purchasers of a lot or lots in the subdivision, and in order to establish a sound value for these lots, to record these restrictive covenants so that they may be binding and enforceable, and of public record.

These covenants take effect immediately and shall be binding on all parties and all persons owning lots in **HIDDEN RIDGE SUBDIVISION**, or claiming under them, for a period of twenty-five (25) years, at which time said covenants shall automatically extend for successive periods of ten (10) years unless by vote of a majority of the owners of the lots (based upon the number of lots owned rather than the number of owners) it is agreed to change said covenants in whole or in part. These covenants are imposed upon the lots of said subdivision and shall be construed as covenants running with the land.

Any violation of these restrictions by any grantee, his heirs, assigns or successors in interest shall be subject to proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and said proceedings may be brought by grantors, or any owner of any lot in **HIDDEN RIDGE SUBDIVISION**, to prevent any violation and/or to recover damages for such violation(s).

If at any time it becomes necessary to enforce any restriction by court proceeding all reasonable attorneys' fees and court costs shall be taxed to the defendants if the court finds the restriction to be valid and enforceable.

NOW, THEREFORE, in consideration of the premises and for the purposes herein set forth the undersigned, PHILLIPS REAL ESTATE, INC., binds themselves, their heirs, executors, administrators, successors and assigns, to impose the following covenants that run with the land or lots in said subdivision herein above referred to and described as follows:

1. All lots shall be used for residential purposes only. No business or commercial activity of any nature shall be allowed on any tract. Any subsequent subdivision of any tract must be done in accordance with all applicable laws and regulations.
2. Invalidation of any of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effective.
3. A fifteen (15) foot easement is reserved along all lot lines as shown on the Plat for utility installation and maintenance in addition to easement already existing by utility companies.
4. No fowl or swine of any kind shall be allowed on this property. Domestic pets such as dogs and cats may be kept as long as they are controlled to the lot and limited to a maximum of three (3) per household.
5. All residences or structures on said lot should be set back from the nearest front street at least thirty (30) feet and not nearer than fifteen (15) feet to any side lot line or rear property line.
6. Each residence or home must contain a minimum of eleven hundred (1100) square

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feet of living space, that does not include finished basement areas. The roof must be of asphalt shingle or better. There shall be no metal roofs except these with commercially factory painted surfaces. Exterior siding may be of any combination of materials as long as they are factory prepared and commercially produced. Rough lumber is not an acceptable siding. No residence shall be occupied if the residence has an unfinished appearance. The exterior of any home or addition to home must be completed within six months from the start of construction. The foundation of all homes shall be covered with brick, natural stone or stucco. There shall be no exposed block or other unfinished material showing on any home.

7. No singlewide mobile homes shall be permitted on any lot. No garage or tool shed or basement shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. No on-street parking shall be permitted for cars, boats, campers or over-the-road vehicles and tractor-trailers. There shall be no junk vehicles or other type junk abandoned on the property. No motor vehicles in an inoperative condition shall be kept open to public view for a period in excess of thirty (30) days. In the event of a violation hereof, the owners and developers, heirs or assigned, may have same removed at the expense of the owner of the lot on which said vehicle is located.

9. No lots shall be used or maintained as a dumping ground for rubbish, trash, or other waste and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of garbage shall be kept in a clean and sanitary condition.

10. Real Estate signs shall be limited to one (1) sign, not to exceed three (3) square feet of advertising space advertising the property for sale or rent. This will also apply to contractor signs advertising property during the construction sales.

11. All lots shall be mowed and cleaned off at least twice a year. In the event that this is not complied with, the seller (developer) may have the lots mowed and cleaned off and a lien declared on said lot for the payment thereof. Lots owned by the developers must be mowed at least one time per year.

12. Every lot with a residence shall have a septic tank which shall be installed in such a manner as to comply with applicable laws and regulations as prescribed by the Anderson County Health Department. Each home constructed on this property shall be hooked up to Hallsdale Powell Utility District water supply.

13. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon, which may be or may become any annoyance or nuisance to the neighborhood.

14. Storage buildings or barns built on the property will be construed on the same or equivalent material as the main residence and will be properly maintained.

15. All fencing must be new wood, chain link or vinyl.

16. The exterior of all homes must be completed within six months after the construction begins. No trailer, basement, tent, garage, barn or other out buildings erected in the subdivision shall be at any time be used as a residence temporarily or permanently.

17. All driveways must be concrete or paved at a minimum of 30 ft. beginning at the paved county road.

18. Pre-manufactured homes are allowed although they must be new (at least 24 X 45) at time of installation.