

Unbridled Estates Restrictive Covenants

Section 1. Residential Use. Both Lots, one (1) and two (2) shall be used exclusively for residential purposes. (Adjacent Lots can be joined or used as a single Lot or property, however, all provisions here-in including assessments shall remain in force.)

Section 2. Prohibited Uses and Nuisances. In order to provide for a congenial occupation of the homes within Unbridled Estates and to provide for the protection of the values of the entire development, the use of the properties and residences shall be in accordance with the following provisions:

(a) Said property is hereby restricted to residential dwellings for residential use. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building of a temporary character shall be used on any portion of said property at any time as a permanent residence, or permanent improvement, either temporarily or permanently.

(b) Each Parcel shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof and all easements, restrictions, and covenants set out in the Plat attached hereto as Exhibit "B".

(c) No animals, livestock of any kind can be raised, bred or kept on any of the said Parcels, (see Section D below) except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. All pets to be kept restrained within a secure fence or kept under leash. No pets are allowed to be kept chained to a structure. No more than 5 chickens may be kept on any of the said parcels and must be kept contained in a secure manner.

(d) Horses may be kept on Parcels, subject to the following restrictions and limitations:

(1) Only two (2) horse may be kept, maintained or cared for on either Parcel

(2) No Owner shall keep a horse on their Lot unless said horse is owned by the Lot Owner or individual residing on the Lot

(3) No horses shall be permanently “pastured” and all equines shall be provided with adequate shelter from the elements, which shall include a stable constructed, in all aspects, in compliance with the architectural requirements of this Declaration. Any barn, stable or approved shelter shall be constructed with an automatic fly or insect control system.

(4) The location of any barn, stable, shelter, pasture, “turnout” area and any associated equine fencing, trailer, or appurtenances shall be designated on the site plan submitted in connection with obtaining architectural approvals and shall be located behind the primary buildable area for the primary residence.

(5) No horse shall be brought onto a Lot or the Property by an Owner, Member or a member of (or guest of) the immediate family of an Owner unless said horse has been tested within the preceding 180 days for equine infectious anemia (EIA) by a licensed veterinarian by administering a “Coggins Test” or such other comparable test as is then being utilized to detect the presence or absence of EIA in livestock and shall furnish evidence of a negative result of such testing upon the request of any Lot Owner. In the event an equine animal tests positive for EIA, then such animal shall immediately be removed from the Property. The provisions of this Article may be specifically enforceable by injunction or otherwise, in the event an Owner refuses or neglects

to comply with the terms contained herein, all costs and attorneys' fees required to obtain compliance shall be paid by the defaulting party.

(e) No advertising signs (except one (1), of not more than five (5) square feet, "For Sale or For Rent" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property. (With the only exception being that a sign for the contractor and/or architect of not more than five (5) square feet may be placed on a Lot. Such signs must be removed within thirty (30) days after residence is occupied.) Nor shall said Property be used in any way or for purposes, which may endanger the health or reasonably disturb the Owner of any Lot or any resident thereof. No business activity of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the forgoing covenants shall not apply to the business activities, signs, and billboard or the construction and maintenance of buildings, if any, of Palladium Properties, its agents, and assigns, during the development and sales period of Lots in Unbridled Estates. This restriction does not prohibit an office in the home used solely by occupant(s) of the home.

(f) All equipment, utility meters, garbage cans, service yards, woodpiles or storage piles shall be located to the rearward side or shall be behind each residence kept screened by adequate planting or fencing so as to conceal them from view of the "public way", private drives and street. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. (Note: Each Owner shall maintain a contract with a private refuse company for a minimum of weekly pick-up of household refuse. The refuse container shall be removed in a reasonably prompt fashion from any private street area upon pick-up.)

(g) No recreation vehicles or commercial vehicles, including, but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, all terrain vehicles, golf carts, two or four wheel trailers, service-type pick-up trucks, or similar type items, shall be kept other than in the garage or otherwise reasonably screened from view of the neighbors or the roads.

(h) Trees, shrubs, vines, debris, and plants, which die, shall be promptly removed from such lots. Each Lot shall be maintained as the present a neat and attractive manner.

(i) No obnoxious or offensive trade or activity shall be carried on upon any Lot in this Development nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners within Unbridled Estates.

(j) No construction shall be commenced until appropriate erosion controls are in place, and such shall be properly maintained during the time of construction, such that erosion or silt will NOT be deposited onto adjacent Lots, the Roadway or Common areas, it is the "offending" Lot Owners responsibility to rectify the situation and to properly remove and clean up affected areas.

(k) All construction parking shall be on the subject Lot in pre-designated areas. Construction vehicles shall NOT be parked on or along the side of the Roadway or within any Common Area. Mud, silt or debris which may be deposited onto adjacent Lots and/or the Roadway shall be promptly cleaned, washed and removed by the subject Lot Owner or the Owner's contractor during all periods of construction. Individual Lot Owners are wholly responsible for such clean-up and for damages caused due to construction, construction forces or deliveries in their regard, and the proper repair of any damages to adjacent properties, the Roadway, the edges of the Roadway, the Common Areas, Common Area improvements walls, fences, gates, etc., caused

by such is the responsibility of such Lot Owner. If a Lot Owner fails to promptly make such appropriate repairs or should such repairs be deemed inappropriate or inadequate, then the Developer may, at her option, take such measures as to make such appropriate repairs and assess the full cost of such against the Lot Owner.

(l) Exterior security or spotlights shall be directed toward the ground and not toward adjacent Lots or private roads.

(m) Lots are not served by public sanitary sewer. The lots shall be served only by individual septic systems which shall be designed, installed and maintained by each individual Lot Owner. Each Lot Owner shall be solely responsible for verification of the suitability of their lot for a septic system designed to meet the septic load and demand of their proposed improvements. Lot Owners are solely responsible for assuring that proposed improvements, numbers of bedroom proposed, etc., are fully coordinated with the septic system design for each Lot. The Developer recommends that each Lot Owner determine the location and extent of acceptable soils via soil testing along with investigating the various tank, treatment and field line systems to determine the most appropriate overall system and design to meet or exceed the demands of proposed improvements.

Each Lot Owner shall also coordinate the lot area required and the required location of the total septic system on the lot before final site or home design and prior to the start of any construction, and become fully aware of Fayette County/State of TN rules and regulations as to any grading, cutting or filling of designated area(s) for the septic system. (See the overall soils map and associated notes, requirements and/or limitations for each Lot recorded with the Final Plat.) The Developer shall not have any liability to any Lot Owner for claims, losses, or damages resulting from the design, installation, maintenance or performance of any septic system or private sewage disposal or

treatment system serving any lot, nor shall the Developer have any liability to any Lot Owner for claims, losses, or damage resulting from the absence of any jointly connected private sanitary sewer system or the absence of public sanitary sewer lines or connections serving any of the lots or the Development.

(n) The minimum square footage for a residence shall be two thousand (2,000) heated and cooled square feet.

(o) Auxiliary structures approved shall be located within the buildable setbacks and shall be compatible or match the principle residence by incorporation or the same or complimentary building materials (walls, roofing and colors).

(p) Any security gate or entry structure installed by any Lot Owner on any Lot must meet the requirements of the fire code of the Fayette County Fire Department and be located a minimum of thirty (30) feet from the road. Any such gate or entry structure must be submitted and approved prior to any commencement of construction.