

Arbor Hills Townhomes Phase 1 & 2

STATE OF TENNESSEE, BRADLEY COUNTY

Prepared by **Pursuit Investments, LLC** and Robert B. Renner, 860 Stuart Road, Cleveland, Tn.
37312

February 18, 2021
Revision #1

DECLARATION OF RESTRICTIONS, CONDITIONS, AND COVENANTS FOR

Arbor Hills Townhomes, Plat Book 36, Book 66 as Recorded in Bradley Co, Tennessee

WHEREAS, the undersigned, **Pursuit Investments, LLC** and **Robert B. Renner**, are the owners or representatives of certain lands located in Bradley County, Tn, and have caused the same to be surveyed, subdivided and platted into a subdivision known as **Arbor Hills Townhomes Phase 1 & 2**. These new restrictions will supersede any previous restrictions on file. These new restrictions will be in effect for **Phase 1 and Phase 2**. WHEREAS, it is desired by the said owners, before any of the lots or parcels of land in said subdivision are sold or conveyed, to fix and establish restrictions, conditions, covenants and minimum building lines (also sometimes referred to as building setback lines) as to the use and enjoyment of the lots or parcels of land located in **Arbor Hills Townhomes**, and to make such restrictions, conditions, covenants, easements and minimum building lines shown on said map or plat a part of the dedication of the streets, alleys and public ways so dedicated to the public by the filing of such map or plat, and thereby protect any persons, organization, firm or corporation that may in the future become the owners of said lots or parcels of land, or any part thereof. Lands adjacent to this subdivision owned by the owner of this subdivision are not to be affected by these restrictions, conditions and covenants:

NOW, THEREFORE, the undersigned, **Pursuit Investments, LLC** and **Robert B. Renner**, do, by these presents, establish and fix restrictions, conditions, protective covenants and limitations as to the future use of the lots or parcels of land embraced in said map or plat, and do grant to the Architectural Control Committee ("Committee"), the public and to the future owners of any part of the land embraced in said map or plat as a part of the enjoyment of the properties that may be acquired in said subdivision, the right to enforce such restrictions, conditions, covenants and limitations and rights as follows, except as reserved an specified herein:

1. ARCHITECTURAL CONTROL COMMITTEE APPROVAL REQUIRED PRIOR TO ANY CONSTRUCTION- No building, structure, or in-ground installed swimming pool shall be erected, altered, placed, or permitted to remain on any residential or multifamily lot. All buildings shall be built to resemble buildings in phase 1.
 - (a) if not constructed by Rob Renner, then requires written approval by either **Pursuit Investments, LLC** or Robert B. Renner.
2. BRICK – All homes shall be constructed with at least partial brick fronts (which will match the brick in phase 1) with the remaining being Hardiboard siding. The sides and rear can be either Hardiboard or brick.
3. SWIMMING POOLS – No above ground swimming pools are allowed without unanimous approval from the Architectural Control Committee.
4. ARCHITECTURAL CONTROL COMMITTEE (ACC) and Home Owners Associations (HOA) Representation . **Pursuit Investments, LLC** shall begin with all 177 votes (one per townhome lot) and it will be decreased accordingly as lots are sold. All changes or actions of the ACC or HOA shall be made thru a majority of votes (lots).

5. EASEMENTS and ROADS— Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The concrete drive located between lots 2,3,4,5,6,7 and lots 42, 43, 44, 45 shall be the responsibility for construction of each lot to the property line. The concrete drive located between lots 20, 21, 22, 23, 24, 25 and lots 26, 27, 28, 29, 30, 31 shall be the responsibility for construction of each lot to the property line. The Home Owner's Association may elect to take over maintenance for said driveway after 5 years and prorate assessments based on the linear footage.

6. NO TEMPORARY STRUCTURES shall be erected which are not attached to the building and not visible from the road. They must be of the same quality and materials as main structure.

7. NO OIL DRILLING, MINING, ETC. - No oil drilling, oil development operations, oil pumping, oil refining, quarrying, mining operations or mineral extractions of any kind shall be permitted upon or in any lot, nor shall oil wells, storage tanks (except for heat or cooking purposes), tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring or drilling for oil, natural gas or water shall be erected, maintained or permitted upon any lot.

8. ANIMALS, LIVESTOCK, POULTRY, ETC. – No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that a maximum aggregate combination of One Dog with a maximum weight of 75 lbs. or two (2) Dogs with a combined weight of 80 lbs, provided that they are not kept, bred or maintained for any commercial purposes and provided further that they, or either of them, do not become an annoyance or nuisance to the neighborhood. Pets will not be allowed to run loose in neighborhood. No wild animals of any kind, even if raised or trained as a household pet, shall be allowed on any lot at any time.

9. NO OBSTRUCTION OF STREET INTERSECTIONS -No wall, hedge or shrub planting or other objects which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner the line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. SUBDIVISION ENTRANCE; FEES; LIEN ON REAL ESTATE. A six hundred dollar & NO/100 (\$600.00) annual fee shall be due and payable by each townhome lot owner for landscape maintenance and upkeep of the entrance to the subdivision and commons areas. This shall include mowing and maintaining of each yard. Said fee shall be due and payable twice a year (\$300.00) by January 10th and June 10th. If the fee is not paid within 30 days then it shall be late and the owner SHALL pay a \$50.00 late fee plus a \$10.00 per month as additional late fees until the account is current. Each owner shall Hold Harmless Rob Renner, Pursuit Investments LLC, Renner Realty, and the Home Owner's Association. After 90 days, legal proceedings shall begin and each owner SHALL be responsible for the recovery of its collection costs and expenses, including reasonable attorney's fees associated with the collection or enforcement of the lien.

Dues shall be made payable to Robert B. Renner, Pursuit Investments, LLC or Home Owners Associations, or its successor in interest as invoiced. The annual dues, together with any applicable interest and attorney fees, shall be the obligation of the person who was the owner of such property at the time when the fee came due and shall constitute a lien on said property in the event of a legal action. Robert B. Renner or Home Owners Associations or its successors in interest may bring an action at law to collect payments over thirty (30) days past due. All fees due hereunder shall constitute a lien against the lot owners real estate located within said subdivision. The lien shall be subordinate to the lien of any purchase money first mortgage. The sale or transfer of any lot shall not relieve the seller of liability for delinquent fees. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien (but not the debt) as to payments which became due prior to such sale or transfer. The fee may be increased or decreased with a majority vote of the land owners at the request of the Home owners Association. At all times,

The Home Owners Association must maintain the entrance sign and maintain enough funds for ongoing maintenance of the sign. When all eight lots in Phase I are sold or transferred, then owners shall call a meeting and vote on forming a Home Owners Association. Robert B. Renner, representing Pursuit Investments, LLC shall have one vote in the new association and shall have one vote per townhome lot in Phase 2 with the remaining lots having each one vote as to ongoing issues with the subdivision. Until the Home Owners Association is formed, then Robert B. Renner shall have ALL authority of Home Owners association and Architectural Control Committee.

11. FENCES - No fence shall be erected or maintained within 3 feet the front of the home. Any fence erected on any lot shall have the fence posts or frames or framing structures portion of the fence on the side of the fence facing the fence owner's property. All fencing must be a decorative metal per the specifications of the Developer and (a) No fence more than six (6) feet in height shall be erected or maintained on any lot.

Any nonconforming fence may be ordered removed at any time by the Architectural Control Committee. The 30 day limitation of automatic approval or the failure to enjoin or commence actions to enjoin prior to completion shall not apply to fences. The Architectural Control Committee or any property owner or public agency may take action against improper or nonconforming fences at any time.

(b) Any fence not properly maintained on any lot and not brought within compliance within the time limit (not less than 30 days) established by the Architectural Control Committee may be ordered to be removed by the Architectural Control Committee. The Architectural Control Committee may engage the powers of the state courts to enforce its decisions or citations for nonconformity or noncompliance pertaining to fence design, construction or maintenance. In such instances the property owner shall be responsible to the Architectural Control Committee for all costs, including attorney fees, if the court finds the property owner to be in violation of these restrictions, conditions, covenants and limitations.

(c) No chain link fences are allowed.

(d) Any fence erected on a corner lot must be located at least 25 feet from the side street lot line.

(e) Any fence erected shall be no closer than 5 feet to the rear lot lines.

12. YARDS - All front yards must be grass, or a comparable ground cover to be approved by the Architectural Control Committee (ACC). Each yard must have at least two (2) trees in excess of ten (10) feet in height. All landscaping must be of equal quality, and quality to the other units. Yards must be mowed and kept in good repair as deemed by the ACC. The ACC, after the completion and sale of the unit, will assume mowing responsibility of the individual yards and common areas.

13. SIGNS - No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot, and one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used to advertise the property during the construction and sales period. All signs must be approved by the Architectural Control Committee. Tasteful for rent signs may be used.

14. NO TRASH, RUBBISH, HAZARDOUS WASTE, ETC. - No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste material shall not be kept on any lot except in sanitary containers. All garbage cans and other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition and shall not be kept or maintained so as to be visible from the streets.

(a) No hazardous waste, hazardous material, explosives, incendiaries or gasoline, except in Underwriters Laboratories, Inc. approved containers, in quantities of five (5) gallons or less or in motor vehicles gas tanks shall be placed or maintained on or in any lot. No substances or devise shall be placed, remain or be maintained on or in any lot which emits or gives off any unpleasant, hazardous or noxious odors, sounds, light, smoke, gases, liquids or other substances.

(b) No building materials, supplies, equipment of any kind or other items may be placed, stored or allowed to remain on any lot, except that building materials and equipment may be placed or stored upon any such lot during construction of houses thereon or during approved additions, modifications or repairs thereon.

(c) No incinerators or other devices used for the burning of trash, rubbish, garbage or other waste shall be placed, maintained or used on or in any lot.

15. NUISANCES, ETC. - No noxious or offensive 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 as determined by the ACC or the HOA.

16. All units shall have the same trash containers unless the Homeowners Association creates a location for dumpsters which shall be fenced and each unit shall pay a prorated portion. This will be created on the common property and available to all tenants.

17. MINIMUM BUILDING SIZE -NO dwelling shall have a living area of less than 1,250 square feet (each unit), exclusive of garages, carports and storage rooms. Each unit shall have at a minimum of a one car garage.

18. VEHICLE PARKING, STORAGE, REPAIRS, ETC. - **No on-street or right-of-way parking shall be allowed at any time** unless it is in the designated area for parallel parking as notated with signs. No parking of vehicles shall be allowed on any lot except on designated concrete slabs. No parking shall be allowed on the grassy, dirt or graveled area on any right-of-way or any lot except on designated concrete slabs on the lot. No commercial vehicle of any type shall be parked or stored on any lot or on any street or right-of-way in the subdivision except as used to go to and from work. Any vehicle larger than one ton must be approved by the Architectural Control Committee. No motor home or trailer shall be parked, stored or remain on any lot, street or right of- way without the express written consent of the Architectural Control Committee. The Architectural Control Committee may attach any conditions it deems appropriate to its consent to park motor homes or trailers on any lot. The failure of the Architectural Control Committee to act upon a request for a variance or waiver of or to enforce this provision shall not constitute a waiver to act thereon or to enforce any of these restrictions, conditions, protective covenants or limitations or to rescind any previous consent or approval at a later time. **The home owners association or designated agent SHALL have absolute right to have vehicles towed for violation and vehicle owner shall pay any and all fees associated with towing and damages.**

(a) No wrecked, damaged, disabled, partially dismantled, or inoperable, junked vehicle or parts thereof or other motor vehicles may be parked or stored on any lot. No automobile or other motor vehicle which does not have a properly displayed current tag or license plate may be parked or stored on any lot.

(b) No automobile maintenance or repairs of any type may be made on any lot or in the street in the subdivision except that "minor" repairs or service may be made in the garage or carport.

(c) No boats or marine recreational watercraft to be visible from the street.

19. MAILBOXES - Mailbox design shall be of same design as phase 1.

21. REPAINTING OR CHANGING OF HOME EXTERIOR -A change in the exterior color of the house must be approved by the Architectural Control Committee.

(a) The exterior of the house SHALL not be changed, altered or modified without the approval of the Architectural Control Committee.

22. Lots may be re subdivided for the sole purpose of forming townhomes. If lots are subdivided, then the new lot shall pay a prorated fee for sign maintenance, general association fees, and any other fees which are assessed to the lots as shown on the original plat. However, these fees shall not, combined, be greater than the original lot fee.

23. RADIO TRANSMITTERS AND ANTENNAS RESTRICTED -No ham radios, short wave radios, other type radio or TV transmission or other electronic devices which emit or transmit electronic signals, **including** satellite transmission will be permitted on any lot. Any personal computers which interfere with incoming TV and radio signals will not be permitted on any lot. No satellite dish shall be visible front the road. No transmitting antennas of any type may be erected or maintained on any lot at any time, without the EXPRESS WRITTEN consent of the Architectural Control Committee which Committee may place such conditions as it deems appropriate on such approval or consent such as requiring the antennas to be placed in the attic of the house. In the event

such consent is given, it may be revoked or withdrawn at any time at the discretion of the Architectural Control Committee. No hearing or prior notice of the action of the Architectural Control Committee in the revocation or withdrawal of the prior consent shall be required since the original consent was also a discretionary and conditional act by the Architectural Control Committee.

24. CLOTHES LINES USE RESTRICTED - Clothes lines may be permanently erected on the outside provided they are behind the house and do not extend to within six (6) feet of each end of the house. Clothes lines shall be neat and well maintained. Efforts shall be made to prevent the clothes lines from being seen from the street. The Architectural Control Committee must approve the location of clothes lines and the materials of which it is constructed. If any clothes lines become, in the opinion of the Architectural Control Committee, an "eyesore," unsightly or a nuisance to the neighborhood, the Architectural Control Committee shall have the power and authority to require the clothes lines to be taken down, relocated, constructed of different materials or take other actions as it deems appropriate.

25. ARCHITECTURAL CONTROL COMMITTEE - The Architectural Control Committee is composed of Robert B. Renner. A majority of the committee may designate a representative to act for it, however, such representation can only investigate matters for the Committee and make recommendations to the Committee. The Architectural Control Committee must make all final decisions. In the event of the death or resignation of any member of this committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, compensation for services performed pursuant to these restrictions, covenants and conditions. The owners and developers of the subdivision have designated the initial Architectural Control Committee and they or the successors they select shall remain the sole members of the Architectural Control Committee until houses have been erected on all lots in the subdivision and all house sales have been closed by a permanent buyer. Although the Architectural Control Committee or the successors they select shall continue to serve after houses have been erected on all lots and the sale of all such houses have been closed to a permanent owner, the then record owners of a majority of the lots in said subdivision shall have the power and authority through a duly recorded written instrument to remove any or all of the Architectural Control Committee members and to replace the Architectural Control Committee with persons such owners may elect. A majority of the lot owners may, in a like manner, Change the number of members of the Architectural Control Committee or withdraw from or restore to the Committee any of its powers and duties, or change the rules governing the Architectural Control Committee except as provided for herein.

(a) Notwithstanding paragraph 1(c), the Architectural Control Committee, or any property owner in the subdivision, or public agency may commence any legal action against any property owner for violations or noncompliance of fence requirements or other restrictions, conditions, protective covenants, terms and limitations, as provided herein, regardless of how long the fence or other violations or noncompliance has been installed or in existence nor how long the nonconformity complained of has been in existence. The 30 day limitation or waiver or failure to commence a suit to enjoin shall apply only to new house construction or additions to the house such as adding a room, enclosing a carport, converting a garage, installing an in-ground swimming pool or other major modifications to the house which requires a building permit. Although the Architectural control Committee or other property owners shall be barred and stopped from forcing the removal of the aforesaid improvements' after they have been completed, the Architectural Control Committee may require the exterior of such structures, additions, etc. to conform to the neighborhood standards. If the owner fails or refuses to comply with the Architectural Control Committee's neighborhood standard requirements, the Architectural Control committee may proceeds in court to seek such compliance or in the alternative to have the structure or addition removed or seek damages for such failure on behalf of other property owners whose property may be damaged from the noncompliance. Any other matters, even if a building permit is required, such as improvements, changes, repainting with a color change, construction of a storm shelter, fallout shelter or accessory building or any other items requiring approval by the Architectural Control Committee will not be waived by the passage of time,

nor will the Architectural Control Committee, other property owners in said subdivision or public agencies be stopped or barred from the enforcement of these restrictions, covenants, conditions and limitations, at any time, regardless of the period of time the alleged violation, noncompliance or nonconformance has been in existence.

(b) The Architectural Control Committee shall have the power and authority to require all property owners in the subdivision to comply with good maintenance and appearance for their property. The Committee may issue a citation to any property owner who fails to keep his lawn mowed and trimmed in a neat manner or who fails to maintain his shrubbery or the exterior of his house or accessory buildings in a neat manner. If the owner fails to correct any matter for which he received the citation within the time specified in the citation or citations from the Architectural Control Committee, the Architectural Control Committee shall have the absolute right to send without being guilty of any trespass and perform the needed maintenance or repairs and charge the cost thereof to the lot owner. If the lot owner fails to promptly pay all such costs, the Architectural Control Committee shall have the power and authority to commence and fully prosecute a law suit against the lot owner for such costs. The Architectural Control Committee shall also be entitled to recover all costs of such actions, to include reasonable attorney's fees.

(c) Anyone or all of the covenants, terms, conditions, restrictions and/or limitations herein above set forth may be totally annulled, vacated, voided, amended, modified or waived at any time by an instrument executed by the Architectural Control Committee. The Architectural Control Committee shall have and possess the same powers and authorities as one hundred (100) percent of the owners of said lots or parcels would have pertaining to amending, modifying or waiving any or all of these restrictions, conditions and covenants except that the Architectural Control Committee shall not possess the power to totally annul, vacate or void these restrictions, conditions and covenants, as one single act, such powers being expressly reserved to majority of the owners of the lots after houses have been built on all lots in the subdivision and all houses have been sold and all house sales closed with permanent buyer as stated above. Any actions of the Architectural Control Committee shall be binding upon all property owners, their heirs, executors, administrators, successors or assigns, to the same degree and extent that one hundred (100) percent of all property owners could do or have done except that it cannot totally annul, vacate or void all of these covenants, terms, conditions and restrictions as one single act. The Architectural Control Committee shall not be required to give any notice prior to taking any of the aforesaid actions. Specifically, the Architectural Control Committee shall have the power and authority to waive violations of minimum building lines or to vacate the minimum building line and to establish a new minimum building line nearer to the street than the minimum building line shown on the recorded map or plat or to simply waive the enforcement of the minimum building line as to any encroachment by a structure into or over the minimum building line as specified herein or as shown on the recorded plat of said subdivision as long as such actions are not in conflict with the requirements of the prevailing governmental entity. Any such actions by the requisite number of the property owners or by the Architectural Control Committee shall be evidenced by an instrument in writing which shall be acknowledged by each of the persons signing the same and shall be filed for record in the Office of the Judge of Probate of Bradley County, Tn, provided however, that no modification shall place an additional burden or restriction on any lot in said subdivision for which the owner of said lot does not join in said amending instrument except as provided herein.

(d) The Architectural Control Committee shall be the primary party to interpret and enforce these restrictions, conditions, protective covenants, terms and limitations pertaining to this subdivision. In the performance of its duties, the Architectural Control Committee and its individual members shall be free from any claims or damages to any lot owner in the subdivision resulting from the enforcement of or attempted enforcement of any or all of the restrictions, conditions, protective covenants, terms and limitations pertaining to this subdivision even if said Architectural Control Committee is not successful in its attempts to enforce said restrictions, conditions, protective covenants, terms and limitations. All of the lot or property owners in said subdivision agree that as a

part of a the consideration for the purchase of their lot or parcel of land in the subdivision, they agree that the Architectural Control Committee may proceed against them for alleged violations of the restrictions, conditions, protective covenants, terms and limitations pertaining to this subdivision and they each agree to indemnify and hold the Architectural Control Committee and its individual members harmless from any and all claims or damages arising from their duties in the interpretation and/or enforcement of or attempted enforcement of any or all of said restrictions, conditions, protective covenants, terms and limitations and said lot or parcel owners further agree to indemnify said Architectural Control Committee and its individual members against any losses or damages they may sustain in the enforcement of or the attempted enforcement of the said restrictions, conditions, protective covenants, terms and limitations including all costs and attorney fees. The owners and developers of said subdivision believe that the waivers of claims against the Architectural Control Committee and the hold harmless and indemnity provisions contained herein are fair and reasonable because the Architectural Control Committee represents all property owners collectively, and its actions are for the benefit of collective property owners, including those who may from time-to-time be in violation of some of the restrictions, conditions, protective covenants, terms and limitations.

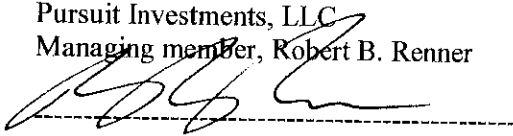
26. These restrictions, conditions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions, conditions and protective covenants are recorded, after which time said restrictions, conditions and protective covenants shall be automatically extended for successive periods of ten (10) years unless by an instrument signed by a majority of the then owners of the lots has been recorded terminating, altering or amending them.

27. Enforcement shall be by proceeding by the Architectural Control Committee, any property owner or public agency in the court of law or in equity against any persons violating or attempting to violate any restrictions, conditions or covenants, either to restrain violation thereof, or to recover damages or to otherwise enforce any restrictions, conditions or covenants.

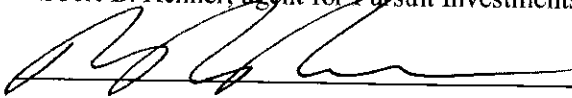
28. Invalidation of any of these restrictions, conditions and covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

29. For as long as Pursuit Investments, LLC and Robert B. Renner own property in Arbor Hill Townhomes, said owners may elect to change restrictions by simply mailing owners with changes to restrictions. This allows the subdivision to adapt to changing needs, however, these changes will not be unreasonable or detrimental to the value of the subdivision.

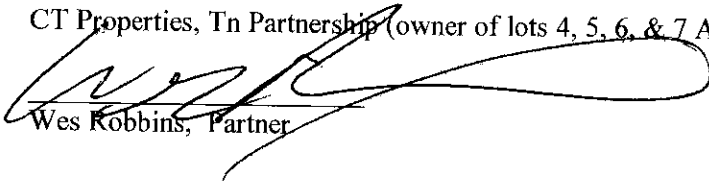
Pursuit Investments, LLC
Managing member, Robert B. Renner



Robert B. Renner, agent for Pursuit Investments, LLC



CT Properties, Tn Partnership (owner of lots 4, 5, 6, & 7 Arbor Hills)



Wes Robbins, Partner