

COH111/cv/96/3808/160

OWNER	SEND TAX BILLS TO:
THE DRAFTSMAN OF THIS DEED IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SET OUT IN THIS BLOCK.	
MAP PARCEL NO.	

PREPARED BY
 CHARLES O. MON III, ATTORNEY
 817 WALNUT STREET
 CHATTANOOGA, TENNESSEE 37402

Meadows Investments, LLC. (DBA as Meadows Subdivision, Phase II

THE MEADOWS SUBDIVISION RESTRICTIONS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 8th day of September, 2000, by Meadows Investments LLC a Tennessee Corporation, (owner/developer).

WHEREAS, it is for the interest, benefit and advantage of Developer and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any resubdivision thereof, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth, and declared to be covenants running with the land.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by the owner/developer and each and every subsequent owner of any of the Lots or portions of said Lots in the Subdivision, the Owner does hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the Owner for a period of Twenty (20) years after the recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of Twenty (20) years.

1. All of said lots in said subdivision shall be, and be known and described as: residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one (1) detached single-family dwelling with attached garage, which may also be located in the basement, and which must be for a minimum of Two (2) cars. No carports are permitted. All structures shall be placed over crawl space except those having a full basement. No main living area to be built on a concrete slab.

2. No residence shall be designed, patterned, constructed or maintained to serve or for the use of more than one (1) family, and no residence shall be used as a multiple-family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose. Nor shall any lot be

CATOOSA COUNTY GEORGIA
 Filed and recorded in this office
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 Recorded in Deed Book 762 Page 132
 NORMAN L. STONE, Clerk

used for business purposes or for trucks or other equipment inconsistent with ordinary residential uses.

3. No building shall be located on any lot nearer than Thirty-five (35) feet to the front lot line or nearer than Twenty-five (25) feet to any side street line or nearer than Ten (10) feet to any interior lot line. Further, there are certain setback requirements provided for and shown on the subdivision plat which are incorporated in and made a part of these Restrictive Covenants. No structure, other than a below ground swimming pool, also known as an in ground swimming pool, appropriate pool facilities, outdoor fireplace, or structure set forth in paragraph number four (4), etc., shall be located nearer than Twenty-five (25) feet to any rear lot line.

4. No television or radio antenna, satellite dish, or other electronic device of a similar nature shall be placed on the roof of any building or on the front Two-thirds (2/3) of any Lot, any such device to be restricted to the rear One-third (1/3) portion of the particular lot. No such device may be more than Ten (10) feet in height.

5. It is provided that not more than one (1) dwelling house shall be erected or maintained on any one (1) lot. This will not prevent the use of one (1) or more lots or parts of lots as a single-building plot of ground, providing that the division or rearrangement of boundary lines of subdivision lots shall not reduce the basic width and size of the said subdivision, and that the same shall conform to zoning laws and subdivision regulations in effect thereon. No lot or any part thereof shall be used as a means of access (either public or private) to other lands or used for the installation of utilities serving other lands. However, Developer does hereby reserve the exclusive right to use a lot or part of a lot as a means of public and/or private access to and from other lands and/or to use a lot or part of a lot for the installation and maintenance of utility and/or drainage and/or sewage lines serving other lands, and Developer reserves the exclusive right to grant, transfer and convey these rights to others.

6. No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any trucks larger than pickups, or personal-type vans are not permitted to be parked in the subdivision. There shall be no exterior storage of any inoperable vehicle for longer than One (1) month.

7. No part of any lot shall be used for residential purposes until first a completed dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon, the intent of paragraph seven (7) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction. Notwithstanding anything herein to the contrary, Developer and Builders reserve the continuing right to maintain the temporary field office and the construction office trailer on any unsold lot in the subdivision as long as Developer and Builders are engaged in the development and marketing of the subdivision and/or in the construction of residences on lots in the subdivision.

8. Any residence being erected on a lot shall be completed within Twelve (12) months from the date of the pouring of the footings for said residence.

9. No dwelling house shall be erected or permitted to remain on any lot in the subdivision unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screened porches, garage, eaves, steps, and basements (whether finished or not), set forth below:

A. All one (1) level residences to be a minimum of One Thousand Five Hundred Fifty (1,550) square feet.

B. All other style residences to be a minimum of One Thousand Eight Hundred (1,800) square feet.

10. All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots.

11. It shall be permissible for Developer to rearrange boundary lines of lots, if so desired, and to combine lots or parts of lots into one (1) building plot, provided the same does not result in an increase in the number of lots once the subdivision plat has been recorded.

12. No more than one (1) building shall be erected on any one (1) of said lots. Any building on the premises may be brick, stone, or wood. Blocks on rear of residence may be stucco. Landscape work must be completed within Ninety (90) days of completion of house or occupancy. Each house shall have a stone or brick mailbox with a Gas Light. No asbestos siding shall be used in the construction of residences. Any other type of siding and/or any other type of material must be submitted for approval as set forth in paragraph Fifteen (15). This paragraph is a guide and does not affect the fact that all lot plans and specifications must be submitted to the developer for approval.

13. Each residence constructed upon a lot must be served by a driveway, paved with concrete.

14. No bathhouses will be permitted to be erected or maintained without approval of Developer of its location, style, material and size.

15. Before any construction is commenced or carried on upon any lot, plans and specifications for any dwelling house to be constructed on any one (1) said lots shall be submitted for approval to Developer, and written approval thereof by Developer must be procured. Said plans and specifications submitted will be kept on file by the Developer. Because of the Developer's intense concern that all of said lots develop into a subdivision of character and good taste, many factors beyond minimum square of floor space will be considered before plans and specifications are approved. Some of these factors will include, among other things, such considerations as: how the architectural style fits in with the other homes constructed in the subdivision, roof pitch, masonry and siding materials, window placement, driveway and garage door location and the like. A roof pitch must be a minimum of Six-twelve (6/12) unless otherwise approved by the Developer.

The Developer shall maintain architectural control from the date of the recordation of this Declaration until the sale by the Developer of, and the completion of construction of a residential dwelling on each and every lot in the Subdivision, at which time the Architectural Control Provisions contained in this paragraph shall expire. Notwithstanding the foregoing, the Developer, at any time, may relinquish its right and any attendant obligations on it, to exercise architectural control as provided herein by executing and recording in the Register's Office of Hamilton County, Tennessee, a notice of such relinquishment, at which time the Architectural Control Provisions contained in this paragraph shall expire.

The Developer's approval or disapproval as required in this Declaration shall be in writing. In the event the Developer fails to approve or disapprove within Ninety (90) days after plans and specifications have been submitted with a written request for such approval, approval will not be required and the related covenants

shall be deemed to have been fully complied with.

In no event may the Developer be held liable in any way to any lot owner or other interested party by virtue of the Developer's approval, disapproval, or inaction regarding any architectural control decision.

16. No sheep, swine, goats, horses, cattle, burros, fowls or any like animal shall be permitted to be kept or to remain on any of the lots hereinabove described, or to roam at large on any of the streets bordering the same. There shall be no kennels permitted on any lot in the subdivision for the commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.

17. Whether expressly stated so or not in any deed conveying any one (1) or more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereof.

18. All of said lots in said subdivision must, from the date of purchase, be maintained by owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and other debris being removed when needed). Tree limbs, rocks, and other debris must be kept out of the street. In the event that an owner fails, of his own violation to maintain his lot in a neat and orderly condition, Developer or Homeowners Association may venture upon said lot with liability and proceed to put said lot into condition, billing the cost of such work to the owner. All property owners in the subdivision are requested to aid in keeping cars, trucks and delivery trucks off the curbs of the streets, as the same can easily be broken, particularly when new. Also, the owners of lots must keep the street clear of concrete blocks, concrete, and building materials while residence is under construction.

19. There shall be no detached garages, outbuildings or servant's quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus a bathhouse will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as otherwise set forth herein.

20. In the event of minor violations of these restrictive covenants, a waiver thereof may be made by developer. Any such waiver shall be in writing and recorded in the Register's Office of Catoosa County, Georgia.

21. No sign of any character shall be displayed or placed upon any part of the property except those advertising the property for sale or for rent and those used by the builder to advertise the property during the construction and sales period, and signs referring only to the premises on which displayed. No such sign shall exceed Twelve (12) square feet in size nor have an overall height exceeding Five (5) feet in size nor have an overall height exceeding Five (5) feet above ground level.

22. Any damage done to street, sidewalk or curbing by the owner of any lot or by contractor employed to build improvements on any lot will be repaired immediately at the expense of the owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the owner or contractor during the time of construction.

23. Builders shall maintain lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared every two (2) weeks. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur.

24. Fences are allowed no nearer the front line than the rear elevation of the residence. The design and material used in such fence construction must be approved by the Developer.

25. Any front porch attached to any residence or dwelling in the subdivision shall have a foundation on such porch that matches the foundation of the residence or dwelling.

26. Builder agrees to sod, or have sodded, the front and side yards and to plant, or have planted Four (4) trees appropriately and decoratively placed in the front yard of the lot prior to the time of final inspection. Builder also agrees to construct, or have constructed a sidewalk Forty-two (42) inches in width, Two (2) feet from the curb, parallel with the street across the front of the lot. Said sidewalk is to meet subdivision standards, applicable code, and shall be constructed before the final inspection.

COMMUNITY AREA'S HOMEOWNER'S ASSOCIATION CORPORATION

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgments of decree of any court record to be invalid, such action shall in no way effect the other provisions which shall remain in full force and effect. The owner is hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions, and reservations shall attach to and run with each and every one of said lots of land and titles to and estates herein, shall be subject thereto and the same shall be binding upon each and every owner or occupant of the same until January 1, 2014, and shall be extended automatically to apply to each of said lots for successive periods of Ten (10) years thereafter unless, by action of a minimum of Sixty-six and 2/3 (66 2/3) percent of the then owners of the lots, it is agreed to change said covenants in whole or in part; provided, further, that the Instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Catoosa County, Georgia.

Neither the undersigned, nor any part of parties claiming under which, shall or will convey, devise or demise any or either of said lots, or any part of same, except as being subject to these covenants, conditions, and restrictions, and the obligation to observe and perform the same, these covenants, conditions, and restrictions shall run with and be appropriate to the said land and every part thereof as fully as it expressly contained in proper and obligatory covenant of conditions in each and every contract or conveyance of or concerning any part of the said land of the improvements to be made thereon.

If any party or parties shall violate or attempt to violate any of the covenants or restrictions herein provided for before January 1, 2014, or within the extended time as hereinbefore provided for, it shall be lawful for the Developer, their respective successors, heirs or assigns, or any person or persons owning any of said lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions; and either to prevent him or them from so doing or to recover damages or other dues for such violation, including reasonable attorney's fees.

[Signature]
BYRON DEFOOR

September 8, 2000
(date)

For Meadows Investments, LLC. DBA as Meadows Subdivision Phase II.

STATE OF Georgia
COUNTY OF Catoosa

On this 8th day of September, 2000, before me personally appeared BYRON DEFOOR, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal

[Signature]
NOTARY PUBLIC

My Commission Expires: 3/4/2003

Witness: [Signature]

