

"Exhibit A"

RESTRICTIVE COVENANTS

**Twin Meadows Subdivision
Phase One and Phase Two**

FOR VALUABLE CONSIDERATION, we, James Barth, Judith Barth, Howard Park, Martha Park, ("Developer") being the owners of land known as TWIN MEADOWS SUBDIVISION, Phase One and Phase Two, have divided said property into building lots or parcels and in order to develop, protect and maintain a desirable community and high standards of property values therein, and with the intent that each dwelling shall have for the benefit of all purchasers, owners, or holders of lots or parcels within said subdivision, the following special covenants and restrictive conditions are hereby made covenants and restrictive conditions to pass with the land and must be agreed to by each purchaser of a lot or parcel in the subdivision, as evidenced by the inclusion, expressly or by reference, of such restrictions in each deed evidencing the conveyance of a lot or parcel in the subdivision:

1. Only one single-family residential structure may be constructed on a lot or parcel in the subdivision; provided, however, utility buildings may be constructed in connection with a single-family residential structure. Each such single-family residential structure shall contain at least One Thousand Eight Hundred (1,800) square feet of heated and cooled living space at least One Thousand Three Hundred (1,300) square feet of which shall be on the first floor of the structure. No mobile homes or prefabricated residential structures shall be permitted on lots or parcels in the subdivision. No lot or parcel may be subdivided by anyone other than the original Developer.

2. No residential structure, including attached garage, may be constructed on or otherwise encroach on the area within fifty (50) feet of the front and back boundary lines of the lot or parcel or the area within twenty-five (25) feet of the side boundary lines of the lot or parcel, it being the intent of this restriction to establish minimum setback requirements for residential structures on each lot or parcel in the subdivision.

All lots or parcels shall be used for residential purposes only. At no time shall any lot or parcel be used in whole or part as a street or right-of-way or for any utility easement connecting from said street within the subdivision with any land outside the subdivision, except with the express written and recorded approval of the Developer, his heirs or assigns.

3. No construction of any building including swimming pools shall begin until the plans and specifications and a plan showing the location of the structure shall have been approved by the Developer, his heirs or assigns. It is clearly understood and purchasers of lots in this subdivision agree that the Developer may require any changes, not otherwise prohibited in these restrictions, concerning size, design, style, location, type of exterior, etc., with regard to the building. The decision of the Developer or his successor in interest, shall be final. Where a conflict cannot be reconciled, the Developer, or his successors in interest, shall, upon demand of the original purchaser, refund, without interest and without payment of any charges, the principal amount originally paid to the Developer for the lot or parcel in conflict.

All single-family residential structures on lots or parcels in the subdivision shall be constructed with a basement or on a permanent foundation containing crawl space beneath the lowest residential floor of the structure. Absolutely no residential structures shall be built on slabs, concrete or otherwise. Each single-family residential structure shall have at least a two-car garage which is covered and enclosed. No carports shall be allowed.

4. No structure shall be constructed on any lot or parcel on the subdivision in a manner which permits concrete block or other substructure material to be exposed to view. All exposed foundations of structures shall be covered with brick, finished surface wood, stone, or some type of masonry work. All structures including garages and outbuildings shall be constructed of new materials and unless of brick or rock or of some non-fading material, the same shall be painted and maintained in a good condition at all times. The roofs of all structures shall be covered with asphalt shingles, cedar shakes or slate or other comparable tile. Once construction has begun, all residences shall be completed in not less than one year, otherwise it shall be considered a nuisance under the terms of these restrictions. No mobile homes, double wides, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot or parcel within said development. Specifically prohibited is the partial construction such as a basement of a house and moving in or occupying as a residence prior to the full completion of said house. Such structure shall be considered temporary and prohibited.

5. All utility wires from street to buildings upon each lot or parcel shall be buried. There shall be no exposed service connecting wires for electricity, telephone, cable or otherwise from streets to any structure, nor from any other point to any structure, except to the already existing home on lot two (2). Permanent outside visible clothes lines may not be constructed or used.
6. All driveways must be paved in their entirety with concrete or hot mix and no dirt or gravel driveways will be permitted and maintained after construction is completed. Said driveway shall be paved and/or concreted within ninety (90) days after initial occupancy of the dwelling, or within ninety (90) days of the date of completion, whichever is first to occur. Each driveway shall have a street light at the intersection of the driveway and the street. The location, style and wattage of the light and pole to be approved by the Developer and shall be in conformity to the style and design of the other lights on Twin Meadows Drive.
7. No animals, livestock or poultry of any kind, horses excepted, shall be raised, bred or kept on any lot or parcel in the subdivision, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Nor may any external or detached structures be constructed to house livestock or breed domestic animals. Any fence of any type for horses or otherwise must be approved by the Developer before being constructed.
8. No business or commercial enterprise with heavy equipment or trucks or excessive traffic in and out shall be operated in any structure or on any lot or parcel in the subdivision. No junk vehicles or unused vehicles may be kept, parked or stored on any lot or parcel.
9. There shall be no type of radio, electronic equipment or other equipment using air waves which will interfere with the normal reception of radio and television or other appliances, used or maintained in the subdivision.
10. No oil drilling, oil development operations or refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot or parcel, nor shall oil wells, tanks, etc., be permitted upon any lot without the express written and recorded approval of the Developer, his heirs or assigns..
11. No noxious or offensive activity shall be carried on upon any lot or parcel, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. The having or allowing of trailers, junk, such as appliances, constitute a nuisance, per se. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise shall likewise constitute a nuisance, per se. Also, the non-removal for ninety (90) days after occupancy of a dwelling of all building material, such as block, bricks, lumber etc., from street view shall be a nuisance, per se. Also, any dwelling which has been destroyed or damaged to any degree which is externally visible shall be repaired or removed within six (6) months from such destruction or damage: the failure to do so shall be a nuisance, per se. Visible satellite dishes or visible antennas of any kind are prohibited: installation of or allowing of these visible dishes or antennas upon the realty shall be considered a nuisance, per se. The developer reserves the right to remove dangerous or dead trees, briars, weeds, vines, etc., from any vacant lot so long as it is vacant.
12. To maintain the beauty of property values, each lot or parcel owner shall be responsible for keeping his entire land area in a neat and attractive condition by mowing, trimming, removing trash, brush, dead trees, etc. Developer's responsibility, other than as landowner, shall terminate upon the "final approval" of the appropriate Planning Commission, as to the subdivision proper and upon the transfer of deed for each lot or parcel within the subdivision.
13. There is an existing home presently located on Lot Two (2) as shown on the aforementioned Subdivision Plat. The home presently existing on said Lot Two (2) shall be allowed to exist in its present condition, whether or not said home meets all the terms and requirements of any paragraph of these restrictions. Said home shall at all times be expected to be maintained in conformance with the terms of these restrictions where to do so would not mean substantial reconstruction of the home. However, in the event of fire and/or destruction to the existing home located on Lot Two (2), a new home constructed on said lot shall be constructed under the terms and conditions of these restrictions. The same conditions shall apply to the existing barn on Lot One (1).
14. The covenants herein shall be binding upon all parties and all persons claiming under them until November 19, 2048, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of lots or parcels within said subdivision it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot or parcel as originally sold by developers, shall have one vote. In case of a tie vote the lot or parcel owner with the longest continuous ownership shall have the right to break the tie.

Twin Meadows Subdivision

James R. Barth
120 Twin Meadows Drive
Dayton, TN 37321
775-1043

May 3, 2002

Mr. Charles Saunders
1608 Miriam Lane
Chattanooga, TN 37421

Dear Charlie,

The houses that have been constructed in the subdivision have undoubtedly added value to the subdivision and this of course was the purpose of the Subdivision Restrictions: "to develop, protect and maintain a desirable community and high standards of property values therein, and with the intent that each dwelling shall have for the benefit of all purchasers, owners, or holders of lots or parcels within said subdivision," the special covenants and restrictive conditions were made to pass with the land. We anticipate that the construction of your house in the future will do the same.

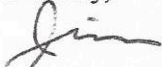
Exhibit A of your Warranty Deed contains the Restrictive Covenants for Twin Meadows Subdivision Phase One and Phase Two. On page 2 paragraph 6 there is the following requirement: "Each driveway shall have a street light at the intersection of the driveway and the street. The location, style and wattage of the light and pole to be approved by the Developer and shall be in conformity to the style and design of the other lights on Twin Meadows Drive" (See copy of Exhibit A enclosed).

I have made arrangements with Quality Lighting & Imports, 6223 Lee Hwy #230, Chattanooga, TN 37421 (across from Home Depot) to purchase the light at a 13.4% or \$55.00 discount. If you call in your order and pay for it with in the next 30 days I will pick up the lights including the pole (and store if needed until you are ready to install) at no additional cost to you. It is essential that you get your light now to maintain the uniformity in the subdivision and make sure the light will not be discontinued in the interim.

I have enclosed a sketch of the light - the Victorian, 123 black with high impact lantern and clear acrylic lens. Mr. Queen, the owner, at Quality Lighting & Imports has all the specs for the light. The total cost is \$355.00 plus tax. You can call him at 894-5996 and identify the project as Twin Meadows Subdivision.

If you have any questions you can reach me at home 775-1043 or at my office at the college 775-7280. Thanks for your part in making this a desirable community in which to live.

Sincerely,


James R. Barth
Developer

Received on
obs # 8968

5/31/02

J. Martin

+ tax
total

355⁰⁰
29²⁹
384²⁹

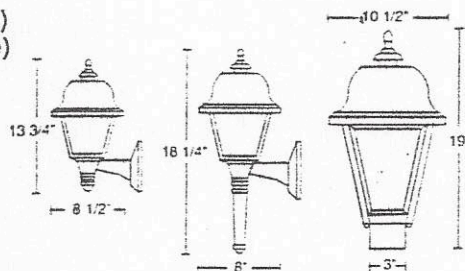
Saxony



408 (Black)
407 (White)



Includes Long Stem



High Impact L...
Standard with...
Unless otherwis...

Lens Options:
A Amber Diam
C Clear Diam
F Frosted

Each Lite Ma...
Watt Inc.

Post Lantern Max...		
INC	MV*	HI
75		

Postline Ballasts Sold Separately. See

H.I.D. & FLUORESCENT POST

410F (Black)
409F (White)

410C- (Black)
409C- (White)

410C- (Black)
409C- (White)

with Integral Ballast

To Order:
Appropriate
Cat. Number (ex...

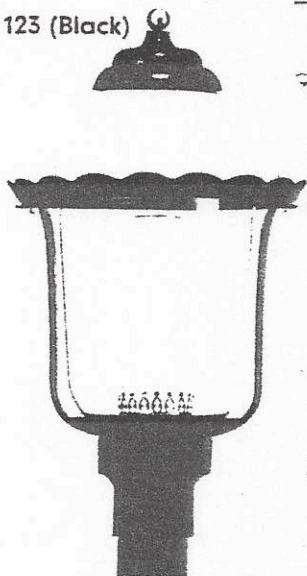


LIGHT SOURCE
High Pressure Sodium
Mercury Vapor
Fluorescent

412 (Black)
411 (White)

Victorian

123 (Black)



High Impact Lantern with Clear Acrylic Lens

Garden Lite

Post Lantern with Die Cast Fitter, Prismatic Diffuser and Aluminum Shade

Garden Lite Maximum Wattage			
INC	MV*	HPS*	IMH*
150	100	150	50

*H.I.D. Postline Ballasts Sold Separately. See Page 34.

1611W (White)
1611 (Black)

Pos. Add

Safety Day o

Easy to 3" Po. Cross.

AL110P
AL110P-

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