

THIS INSTRUMENT PREPARED BY:
First Choice Title, Inc.
6918 Shallowford Road, Suite 104
Chattanooga, TN 37421

RESTRICTIVE COVENANTS FOR AUSTIN CHASE ESTATES

WHEREAS, the undersigned, DENNIS BANTHER, (hereinafter referred to as "DEVELOPER"), is the owner of Lots 1 through 30 of Austin Chase Estates, ("Subdivision"), as shown on Final Plat recorded in Plat Book 71, Page 149, in the Register's Office of Hamilton County, Tennessee, and

WHEREAS, it is the plan of DEVELOPER to restrict Lots 1 through 30 of the Subdivision, as well as all lots subsequently platted in the Subdivision, to residential purposes;

NOW, THEREFORE, in consideration of the premises and for the protection of the present owner, as well as the future owners of Lots 1 through 30, inclusive, of the Subdivision, this declaration and agreement is made:

Each and every conveyance of any one of the Subdivision lots shall be subject to conditions, reservations, covenants and agreement which shall run with the land, as follows:

- (a) All of the Subdivision lots shall be, and shall be known and described as, single family residential lots. Except as provided in this document, no structure shall be erected, altered, placed or permitted to remain on any of the Subdivision lots other than one (1) single family dwelling and attached garage. Detached garages may be allowed by DEVELOPER provided that the structure is constructed in a manner similar to the main house and the house is designed to have a detached garage. Before any detached garage is constructed, the plans for the house and the garage must be submitted to DEVELOPER for approval, which shall be given or denied in writing. The decision to approve or deny permission for a detached garage shall be in the sole discretion of DEVELOPER based upon whether the structure and its location will be consistent with the architectural standards of the Subdivision.
- (b) No residence shall be designed, patterned, constructed, or maintained to serve for the use of more than one family. 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. In addition, no lot shall be used for business purposes, or for the use or storage of trucks or other equipment.
- (c) No residence shall be located on any one of the Subdivision lots nearer than twenty-five (25) feet to the front line or any side street line; nor nearer than ten (10) feet to any side lot line; nor set off of the rear boundary line less than twenty-five (25) feet. This requirement may be waived by DEVELOPER if he, in his sole discretion, determines that any such waiver shall be in the best interest of the Subdivision.
- (d) No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. In particular, boats, tractor trailers, motor homes, inoperative or abandoned automobiles, and/or camping trailers shall not be frequently or habitually parked on a driveway located on any lot within the Subdivision. Nor shall the owner of any lot park a boat, tractor trailer, motor home, inoperative or abandoned automobiles, and/or camping trailers in the streets or driveways therein, or carry on any major repairs to any automobile, boat or other vehicle in a driveway or street in the Subdivision.
- (e) No part of any lot shall be used for residential purposes until after a completed dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon. The intent of this paragraph is to prevent the use of a garage, incomplete structure, trailer, tent, outbuildings, or other structure as temporary living quarters before or pending the completion 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 and with the

express written permission of DEVELOPER. DEVELOPER, or his designate shall be permitted to have a temporary construction trailer in the Subdivision to carry on construction and sales business it may have in the Subdivision.

- (f) Any structure being erected on a lot shall be completed within twelve (12) months from the date of closing on the purchase of the lot.
- (g) No house shall be erected or permitted to remain in the Subdivision unless it has the number of square feet of enclosed, heated living area, exclusive of open or screened porches, garages or basements, set forth in this paragraph:
 - (1) As to single level houses, without a basement, a minimum of 1,000 square feet; if a two level building, a minimum of 800 square feet must be on the first floor, and a minimum of 1,500 square feet in the house.
 - (2) As to split-level, and split-foyer houses, a minimum of 1,300 square feet. DEVELOPER will consider split-level and split foyer plans that are presented to it, but shall closely examine them to determine if they will fit into the architectural standards for the Subdivision.
- (h) All houses and other structures shall have a conventional and acceptable frontal appearance from the main street fronting said lots, as set forth in this document. All houses shall have a concrete sidewalk of the same width as the sidewalks on the lots to either side (or in a width determined to be suitable by DEVELOPER where no adjoining sidewalks have been constructed) and in the same position relative to the curb of the street. All houses shall have a concrete, pea gravel, brick paved or patterned (stamped) concrete driveway. All houses shall have a mailbox constructed of cast aluminum, or similar material, in a design acceptable to DEVELOPER. Plans for the design of all mailboxes shall be submitted to DEVELOPER and shall not be installed or constructed until written approval of the design is given by DEVELOPER. This decision to approve or deny permission for a particular design shall be in the sole discretion of the DEVELOPER.
- (i) It shall be permissible for DEVELOPER to rearrange boundary lines of lots, if so desired, and combine lots or parts of lots into one building plot, but not to the extent of increasing the number of lots once the final Subdivision plat has been recorded.
- (j) The fronts of all dwelling houses shall be constructed using brick veneer, stone veneer, synthetic stucco ("sto" or equivalent) or fiber-cement hardboard siding or its equivalent. No asbestos siding, masonite siding or vinyl siding shall be used on the front of a dwelling house on any lot, with the exception that siding may be used for soffits, chimney chases, dormer windows and other areas that are deemed by DEVELOPER to be consistent with the character of the Subdivision and not to detract from the architectural integrity of the home style established in the Subdivision. No exterior concrete blocks shall be exposed and all concrete blocks shall be veneered with either brick, stone or synthetic stucco. The sole exception shall be for concrete block on the back of dwelling structures, which may be covered with stucco. All exterior materials shall be approved in writing by DEVELOPER prior to construction. The decision to approve or deny material choices shall be in the sole discretion of DEVELOPER, its successor or assigns.
- (k) Before any construction of any dwelling and all other structures is commenced or carried on, plans and specifications for the structures shall be submitted for approval to DEVELOPER and written approval thereof procured. It is the intent of DEVELOPER to maintain a traditional design with consistent front facade, roof pitch, and exterior design. The decision to approve or deny approval for house plans shall be within the sole discretion of DEVELOPER, his successors or assigns. DEVELOPER, or his successor or assign, shall have the right to grant exceptions to any of these Restrictions if, in his sole discretion, allowing the exception would in no way detract from the quality, appearance and architectural style intended for the structures that shall be built in the subdivision. It is further provided that in the event of the completion of any structure on any lot without any proceedings having been instituted in the Courts of Hamilton County, Tennessee to enjoin the construction thereof, such structure shall be conclusively presumed to have had such approval.

- (l) No sheep, goats, swine, horses, cattle, burrows, fowl or any like animals shall be permitted to be kept or to remain on any of the lots in the Subdivision, or to roam at large on any of the streets or ways in or bordering the same. There shall be no commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said Subdivision.
- (m) Regardless of whether it is expressly stated in any deed conveying any one or more of the Subdivision lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.
- (n) All of the Subdivision lots must, from the date of purchase, be maintained by the 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). In the event that an owner of a lot fails of his own volition to maintain his lot in a neat and orderly condition, DEVELOPER, or his duly appointed agent, may enter upon the lot without liability and proceed to put the lot into an orderly condition, billing the cost of such work to the owner.
- (o) Outbuildings, and other quarters may be constructed provided their construction and appearance is architecturally and structurally similar to the front elevation of the main dwelling house and similar materials are used. Before any construction is commenced on any such structure, plans and specifications shall be submitted for approval to DEVELOPER and written approval obtained. No such structures, other than the main dwelling house, shall be included in complying with minimum square footage requirements set forth above.
- (p) DEVELOPER shall be allowed to waive any of the restrictions set forth herein, provided that any such waiver results in a change which is consistent with the architectural and environmental concerns set forth in this document; as interpreted and determined in the sole discretion of DEVELOPER. Any such waiver shall be in writing and the decision by DEVELOPER to grant or deny any requested waiver shall be final.

If, for any reason, any one or more of the foregoing protective covenants and restrictions is construed by judgment or decree of any Court of record to be invalid, such judgment or decree shall not affect any of the other provisions, which shall remain in full force and effect, the owner hereby declaring that said restrictions are not interdependent but are severable, any one would have been adopted even without the others.

It is expressly stipulated that the covenants and conditions set forth in this instrument apply solely to the herein listed lots, and are in no manner whatsoever intended to apply to any other lots, tracts or parcels of land in the area or vicinity owned by DEVELOPER, Dennis Bandier.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every of the said lots of land and all titles to, and estates therein, shall be binding upon each and every owner and occupant of the same until January 1, 2023, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years unless by action of a minimum of eighty per cent (80%) of the then owners of the lots, it is agreed to change said covenants in whole or in part provided further that this instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee. Neither the undersigned nor any party or parties claiming under them shall or will convey, devise or demise any or either of said lots or any part of same except as being subject to the said covenants, conditions and restrictions, and the obligation to observe and perform the same. The said covenants, conditions and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be thereon.

Providing, that in the event of violation of setback lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by DEVELOPER, his successors or assigns.

If the undersigned or any party or parties owning any of the lots shall violate or attempt to violate any of the covenants or restrictions herein provided before January 1, 2023, or within the extended time as herein before provided, it shall be lawful to DEVELOPER, his successors or assigns, or any person or persons owning any lot or lots in the Subdivision 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 attorneys fees.

IN WITNESS WHEREOF, DEVELOPER has executed this Instrument on the 20th day of August, 2003.

Dennis Banther
DENNIS BANTHER

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this the 20th day of August, 2003, before me personally appeared DENNIS BANTHER, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of himself and who acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

Freida J. Roy
Notary Public

My Commission Expires:

11-5-2006

