

RESTRICTIVE COVENANTS

WHEREAS, I, Wynston E. Bland, Sr., am the owner in fee simple of all lots located in the subdivision known as Browns Ferry Landing, Unit Two (2), as shown by plat of Action Consultants, Inc., dated January 5, 1983, Drawing and File No. 1105-10-14, and being Lots Nos. Fifteen (15) thru Forty-four (44), both inclusive, the Subdivision Plat to be recorded in the Registrar's Office of Hamilton County, Tennessee; and

It is my intended desire to insure the proper development of said subdivision into an exclusive residential area, and for such purposes, there is hereby imposed upon the above mentioned lots in said subdivision, (but with the express stipulation and provision that these Restrictive Covenants shall not under any circumstances be applicable to any other lands now or hereafter owned by me, in the area), the Restrictive Covenants, Conditions hereinafter set forth shall be the consideration of each and every one of said lots, in said subdivision, and shall run with the land, the same being for the use and benefit of the present and future owners of lots in said subdivision, and to be effective whether or not mentioned in subsequent conveyances or not;

These Restrictive Covenants are in addition to any municipal or governmental requirements which now or may in the future affect said lots; and, if any one or more of these Restrictive Covenants should be in conflict with any of the provisions of such governmental regulations or amendments, they shall be deemed as overruled thereby, inferior thereto, and inapplicable to the extent of said conflict, but such overruling of one or more of the following provisions either in whole or in part shall not invalidate any of the remaining provisions or parts hereof. If any of the Restrictive Covenants herein set forth shall be held invalid by Final Order or Decree of any court of competent jurisdiction, the remainder of the provisions of this instrument, and the application to purposes or circumstances other than to which the same may be held invalid, shall not be affected thereby.

(1) LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family residence. However, this shall not prohibit a swimming pool being constructed on any lot in the subdivision, in connection with a residence thereon, and such structure incidental thereto, including a bath house. Reserving, however, unto Wynston E. Bland, Sr. the right to construct a 50-foot roadway through Lot No. Twenty-nine (29), for future development of other property, if desired, and to make of the same a public road. No other lots shall be used by any party for roadway purposes.

(2) MINIMUM DWELLING QUALITY AND SIZE: A minimum square foot floor area of the main dwelling structure, exclusive of one-story open porches, garages, carports, etc., shall be 2000 square feet, on the basic ground floor level for a one-story residence. In the event of a one and one-half or two-story residence, such square foot area shall be a minimum of 2000 square feet, with a minimum of 1600 square feet on the ground floor.

(3) EXTERIOR FINISH: The residence shall not have any exposed concrete block, nor any manufactured materials, but shall be of wood, brick, or stone finish, or a combination thereof. Any wood construction shall be neatly painted or stained, and kept in good appearance.

(4) BUILDING LOCATION: No building shall be located on any lot nearer to the side line of the street on which it fronts than 25 feet, nor nearer than 10 feet to any interior lot line, and not nearer than 20 feet to any side street line. No structures, other than swimming pool, outdoor fireplace, etc., of approximate ground level construction, shall be located on the rear 25 feet of any lot. For the purposes of this covenant eaves, steps, and open porches shall not be considered as a part of the building; providing, however, this shall not be construed to permit any portion of the building on the lot to encroach upon another lot. (No provision of this Paragraph (4) shall be construed to permit any structure to be constructed and erected upon any lot that does not conform to the zoning laws and regulations applicable thereto). It is stipulated that no fence shall be located in front of the front elevation of any residence in the subdivision, except for decorative type fences, if the same are approved by the Architectural Committee.

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(5) LOT AREA AND WIDTH: It is provided that not more than one dwelling house shall be erected or maintained on any one lot; providing, however, this will not prevent the use of one 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 original lots as platted, and that it shall not result in any additional lots.

(6) GARAGE OR CARPORT: Any garage or carport located on the premises shall be integrated with and made a part of the main residence. No garage or carport shall open or front on the street on which said lot fronts, without the express approval of the architectural committee, which is hereby provided for. As to residences built on any lots in the subdivision, the same must make provision for the housing of a minimum of 2 cars, either by garage or by carport.

(7) ARCHITECTURAL COMMITTEE: Wynston E. Bland, Sr. shall constitute an architectural committee to supervise the observance of the Covenants and Conditions set forth herein, and to perform such other duties as may be delegated to said committee. The said Wynston E. Bland, Sr. shall have the right to select other members of the architectural committee, to serve with him, or to be successor to him, any member of the committee to be selected by Wynston E. Bland, Sr., during the time he remains a member thereof; and, thereafter, the committee shall have authority to provide for its own succession.

(8) APPROVAL OF PLANS: The plans for construction of a residence, or other improvements, upon any lot in the subdivision, shall be submitted to the architectural committee, for its approval or disapproval, and it may disapprove any plans, specifications or locations which in its opinion, are not suitable or desirable for aesthetic or other reasons. And no passing upon such plans, specifications and locations, it shall have the right to require as many as four (4) elevation drawings to scale, together with the topographic recordings of the site related to the road on which the lot fronts, and to take into consideration suitability of the proposed building or other structure, and of the materials of which it is to be built, and the site upon which it is to be located, to be in harmony with the surroundings. Such approval shall not, however, be unreasonably disapproved, or any unreasonable requirements or demands made by the architectural committee. If such plans and specifications are not approved or disapproved within thirty (30) days from date of submission, they shall be deemed to have been approved. In any event, the completion of the erection of a residence on the present premises shall be conclusive evidence of the approval of the plans and specifications for said residence and improvements.

(9) NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or a nuisance to the neighborhood. In particular, tractor trucks shall not be frequently or habitually kept parked on a driveway, nor shall the owner of any lot in the subdivision park a tractor truck on or in the street or streets therein.

(10) TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basements, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Any structure commenced at any time shall be completed within six (6) months from date of beginning construction.

(11) LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they they are not kept, bred, or maintained for any commercial purposes.

(12) GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage or refuse shall be put out until the day for collection thereof, and shall be taken up without unreasonable delay, after garbage collection.

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(13) As a residence and improvements shall be constructed and erected upon any lot in the subdivision, any damage occasioned thereby to streets and curbs, shall be paid for by the owner or owners of the lot, and shall be repaired and put back in good condition by such owner or owners on demand.

(14) SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless public facilities are not available and such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of local public health authorities. Approval of such system as installed shall be obtained from such authority.

(15) TERM: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an Instrument signed by a majority of the then owners of the lots has been recorded to change said Covenants in whole or in part.

(16) ENFORCEMENT: In the event of the violation or attempted violation of any one or more of the foregoing Restrictive Covenants, the party or parties guilty thereof shall be subject and liable at the suit of the makers of these Covenants, their heirs or assigns, to be enjoined by the proper process from such violation, and shall be further liable for such damages as may accrue, it being stipulated that court costs and reasonable attorney's fees incident at any such proceedings shall constitute liquidated damages. I, Winston E. Bland, Sr., reserve the right and privilege to waive minor violations of the Restrictive Covenants when the same do not, in my opinion, materially affect the purposes sought to be attained by these Restrictive Covenants, and providing that if such variance or violation should be in violation of any zoning applicable thereto, variance for such zoning violation must be procured.

(17) SEVERABILITY: Invalidation of any of these Covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand, on this the 30 day of August, 1983.

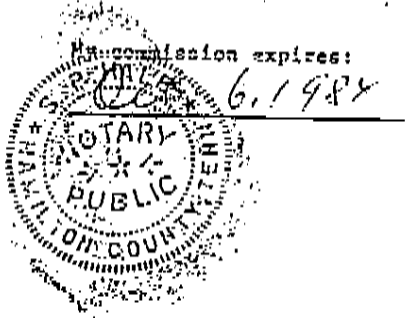
Winston E. Bland, Sr.
WINSTON E. BLAND, SR.

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 30 day of August, 1983, before me personally appeared WINSTON E. BLAND, SR., to me known 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.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

A. J. Hale
NOTARY PUBLIC A-4-8-25



IDENTIFICATION REFERENCE
SEP 1 1 41 PM '83
DOROTHY F. BRAHMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

AMENDMENT OF RESTRICTIVE COVENANTS

WHEREAS, Wynston E. Bland, Sr., as the owner in fee simple of all lots located in the subdivision known as Browns Ferry Landing, Unit Two (2), as shown by plat of Action Consultants, Inc., dated January 5, 1983, Drawing and File No. 1105-10-14, and being Lots Nos. Fifteen (15) thru Forty-four (44), both inclusive, the Subdivision Plat to be recorded in the Register's Office of Hamilton County, Tennessee, did impose thereon certain Restrictive Covenants by Instrument dated August 30th, 1983, recorded in Book 2923, page 495, in the Register's Office of Hamilton County, Tennessee, to which reference is made for all of their terms and provisions; and,

WHEREAS, Plat of Browns Ferry Landing, of record in Plat Book 34, page 184-1 and 2, in the Register's Office of Hamilton County, Tennessee, in fact covers Lots Nos. 4, 5, 6, 7, 9, 10, 11, 12, 13, and 15 thru 44, both inclusive; and,

WHEREAS, Wynston Bland Development Co., Inc., a Tennessee Corporation, is now the owner in fee simple of all of the lots shown on said Subdivision Plat, excepting Lot No. 25, heretofore sold to third parties; and,

WHEREAS, it is now desired to make certain amendments to said Restrictive Covenants, and to make the entire Restrictive Covenants, as hereby amended, (excepting Lot No. 25, which is not covered by this Amendment) applicable to all of the lots shown on the Subdivision Plat, as above listed;

NOW, THEREFORE, the aforesaid Restrictive Covenants are amended in the following respects:

Paragraph No. (2) is amended to read as follows:

"(2) MINIMUM DWELLING QUANTITY AND SIZE: A minimum square foot floor area of the main dwelling structure, exclusive of one-story open porches, garages, carports, etc., shall be 2200 square feet, on the basic ground floor level for a one-story residence. In the event of a one and one-half or two-story residence, such square foot area shall be a minimum of 2200 square feet, with a minimum of 1600 square feet on the ground floor."

Paragraph No. (6) is amended by adding thereto the following: "The driveway serving such garage or carport shall be constructed of concrete or hot mix plant asphalt".

Paragraph No. (9) is amended by adding thereto the following: "Further, no boats, campers, or motor homes shall be kept or parked on the premises, unless the same shall be kept in an enclosed garage".

The Amendment to the Restrictive Covenants made by this Instrument shall be applicable as to Lots Nos. 15 thru 44, excluding said Lot No. 25, and the entire Restrictive Covenants in Book 2923, page 495, as hereby amended, are also made applicable to said Lots Nos. 4, 5, 6, 7, 9, 10, 11, 12 and 13, as shown on the Subdivision Plat above referred to, as fully and completely as if originally imposed thereon.

IN WITNESS WHEREOF Wynston Bland Development Co., Inc., has caused its corporate name to be signed, by its President, Wynston E. Bland, Sr., on this the 5th day of September, 1984.

WYNSTON BLAND DEVELOPMENT CO., INC.

BY: Wynston E. Bland, Sr.
(Wynston E. Bland, Sr.) President

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 5th day of Sept, 1984, before me personally appeared Wynston E. Bland, Sr., with whom I am personally acquainted, and who upon oath acknowledged himself to be the President, of WYNSTON BLAND DEVELOPMENT CO., INC., the within named bargainor, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer thereof.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

A. J. [Signature]
NOTARY PUBLIC

My commission expires:

Sept. 19, 1984

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IDENTIFICATION
REFERENC

SEP 17 9 33 AM '84

DOROTHY P. HAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

09/17/84 MISC

6.00

**6.00