

(b) No detached garages or buildings of any type shall be permitted except for bath houses, that are accessible to swimming pools. Bath houses shall be of the same architecture as the dwelling.

(c) The dwelling must be constructed before the erection of any bath house.

(d) No temporary structure shall be used on any Lot at any time as a residence.

(e) The minimum set-back line of each dwelling from the right of way of the street it faces shall be 25 feet, and no dwelling shall be located nearer than 10 feet to any side Lot or property line, nor nearer than 20 feet to any side street line, exclusive of any porches, stoops, steps and similar attachments.

(f) Each residence shall have a garage sufficient to house at least two (2) cars. No garage may open to a street without the specific prior written approval of the Architectural Committee.

(g) All driveways must be paved with concrete unless some other surface is approved in advance in writing by the Architectural Committee.

(h) Excessive removal of trees will be deemed to be a nuisance. All trees to be removed must be shown on a site clearing plan approved by the Committee.

(i) Any damage done to any adjacent or adjoining Lots or to any Lot or by a 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. All construction debris shall be removed weekly and the street must be kept clean during construction.

(j) Only quality materials and design will be accepted on any structure built on any Lot. Permastone and asbestos shingles are specifically prohibited. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer, stone or other material acceptable to the Architectural Committee.

(k) No satellite dishes or other such structures shall be allowed on any Lot.

(l) No chain link fences will be allowed on any Lot. Wooden fences may be constructed with the prior written approval of the Architectural Committee.

(m) All of the Lots must, from the date of purchase from Developer, be maintained by the owner in a neat and orderly condition with the grass being cut when needed and leaves, broken limbs and other debris being removed. In the event that an owner of a Lot fails to maintain his Lot in a neat and orderly condition, Developer or the Architectural Committee may enter upon such Lot without liability, put the Lot into an orderly condition and recover the cost of such work from the owner.

(n) The Developer shall have the right to alter, change, divide or subdivide any Lot within the subdivision as it, in its sole discretion, may desire. None of the Lots shall be resubdivided by any other owner thereof but shall remain as shown on the recorded plat except two or more Lots or parts of Lots may be combined as one in which event the set-back restrictions shall be construed as pertaining to the exterior lines of the combined Lots or parts of Lots.

(o) No trailer, mobile home, junked, unused or inoperable vehicles, tent, shack or other similar structure shall be used or permitted to remain on any Lot, nor shall any incomplete structure be used as a residence, temporarily or permanently. No travel trailer, boat or other recreational vehicle may be stored or parked on any Lot or street in the subdivision except, if approved by the Architectural Committee in writing, such vehicles may be parked to the rear of the residence in such manner as will block the view of same from the streets and adjoining Lots. No trailer trucks or commercial vehicles shall be parked or kept on any of the streets or on any Lot.

(p) It is the obligation of each Lot owner subsequent to Developer to install a sidewalk along his lot frontage in accordance with City of Chattanooga sidewalk specifications by the time the residence is completed or within one year of date of purchase of the Lot, whichever is earlier.

(q) No residence shall be rented for a term of less than six (6) months without the prior written approval of the Committee.

(r) No garden tools, wheel barrows, lawn mowers, bicycles, and other toys or equipment of any nature shall be left unattended in the yard of any Lot visible from any street when not in use. In the event that any Lot owner shall after three (3) days written notice from the Architectural Committee fail to remove any of the above described items from the yard, then the owner of any Lot violating this provision shall be liable to the Committee for liquidated damages at the rate of Twenty-Five Dollars (\$25.00) per day until said items are removed and to payment of such court costs and attorney's fees as may be incurred.

(s) All dogs must be kept in accordance with applicable local and state leash laws.

(t) Any chimney on any exterior wall must have a foundation. The exterior of all chimneys and chimney foundations must be covered with brick, rock or other material approved by the Committee.

(u) All mailboxes must conform to the uniform specifications of the Architectural Committee.

(v) Prior to occupancy of the residence, the front yards of all Lots must be sodded or sown in grass of a variety and in a manner approved by the Committee. Prior occupancy may be approved by the Committee if weather conditions prohibit sodding or sowing.

(w) All exterior siding must be approved in writing by the Developer. All masonite siding must have laps no greater than six inches. Houses using primarily masonite siding must use true lap siding and not artificial laps.

(x) All window frames and sashes on the portion of any residence visible from a street must be wood or vinyl clad unless otherwise approved by the Committee in writing.

(aa) No trade or business of any kind or character, nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade or business or professions, nor any occupation for profit shall be permitted upon any of the Lots. No nuisance shall be permitted or maintained upon any of the Lots. No livestock or fowl shall be kept or allowed to be or remain on any Lot, although household pets may be kept by the owners of the Lots.

Minor agricultural pursuits incidental to residential use of the Lots shall be permitted, provided that such pursuits are to the rear of the residence and do not include the raising of crops for marketing or sale to others.

(bb) No sign of any kind shall be displayed to the public view on any Lot except a professionally lettered sign of not more than five square feet advertising the property for sale, or any signs used by the Developer to advertise the property during the construction or sales period. All other signs must conform to the specifications of the Architectural Committee.

5. Completion of Improvements. No structure on any Lot shall be occupied until a dwelling house and landscaping conforming fully to the provisions of this instrument shall have been erected and fully completed thereon. Once the footings of any building are poured, construction must progress continuously (with allowances for weather conditions, labor conditions and availability of materials) until the building is fully completed. The exterior (including landscaping) must be completed within twelve (12) months after commencement of construction. The owner of any Lot violating either of these provisions shall be liable to Developer for liquidated damages at the rate of One Hundred and No/100 (\$100.00) Dollars per day the violations occur, and to payment of such court costs and attorney's fees as may be incurred in the enforcement of these provisions. In the event construction does not progress continuously, the liquidated damages shall commence ten (10) days after notice from Developer if construction is not resumed within said ten (10) days.

6. Easements. Developer reserves for itself, its successors and assigns, permanent easements under, along and over any easement areas shown on the plat for the installation and maintenance of utility lines and facilities.

7. Sanitation. Each residence must be connected to a public sewer.

8. Right to Abate Violations. If any owner at any time violates or attempts to violate any of the covenants, conditions, restrictions, agreements, reservations, or easements herein provided, any other may prosecute any proceedings at law or in equity against the owner or owners violating or attempting to violate and to prevent them from so doing or to recover damages for such violations or to obtain specific performance of these covenants.

9. Right to Enforce. The provisions herein contained shall inure to the benefit of and be enforceable by: (a) Developer and its successors or assigns; (b) the grantees in deeds conveying Lots in the subdivision, their respective heirs, executors, administrators or assigns; (c) any subsequent owner of any Lots in said subdivision; or (d) the Architectural Committee or its duly authorized representative. The cost and expenses incurred for enforcing the provisions of these Restrictions including reasonable attorney's fees shall be borne by the Lot owner against whom enforcement is sought. The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach any breach or subsequent thereto.

10. Community Subdivision Sign. If there is a subdivision sign in the general location shown on the plat of the Subdivision, each Lot may be assessed a yearly maintenance fee for the upkeep of the common property as determined by the Homeowners' Association. A perpetual easement is retained for the maintenance of the subdivision sign.

11. Right to Assign. Any or all of the rights, powers, duties and obligations which are herein assumed by or reserved or given to the Developer or the Architectural Committee, may be assigned and transferred to a Homeowners' Association at such time as Developer or the Architectural Committee shall determine. Upon such assignment or transfer, the assignor or transferor and its successors and assigns shall be released from all rights, powers, duties and obligations in this instrument.

12. Right of Reservation. There is reserved for the Architectural Committee the right at any time to modify or change these restrictions with respect to any Lot in the event of a minor violation of the same. A statement of such modification or change contained in any instrument duly acknowledged and recorded in the Register's Office of Hamilton County, Tennessee shall be conclusive and binding upon all parties that the violation is minor in nature. Such modification of such change shall be applicable only to the specific Lot or Lots designated in such instrument.

13. Duration. Except as otherwise expressly provided herein, covenants and restrictions of this instrument shall run with and the land, and shall inure to the benefit of and be enforceable for a term of twenty (20) years from the date of this instrument. Prior to such expiration and any extension thereof, the Owners of not less than twelve (12) Lots shall have the right to amend these restrictions from time to time to extend the expiration date in increments of ten (10) years for a total extension period of not more than forty (40) years.

14. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions.

15. Enforcement. Developer, the Architectural committee and the Homeowners' Association are hereby jointly and severally authorized to place a lien upon a Lot for any damages, liquidated or otherwise, owed by the owner of any Lot, together with the costs of enforcing the covenants and restrictions of this instrument.

16. Amendments. Until such time as the Homeowners' Association shall succeed the Developer, the Developer shall have the right to amend these restrictions in whole or in part. Any such amendment shall be effective from the time it is filed for record in the Register's Office of Hamilton County, Tennessee.

D. T. W., Inc.

By:   
Thomas H. White, Jr., President

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared T. H. White, Jr. with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of D. T. W., Inc. the within named bargainer, a corporation, and that he as such officer executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand at office, this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

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Notary Public

Date of Expiration of Commission:  
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