

THIS INSTRUMENT WAS PREPARED BY ROBERT L. BROWN, P.A. ATTORNEY AT LAW 725 GEORGIA AVE. SUITE 100, DOWNS BLVD. MARTIN, TENN. 38408

RESTRICTIVE COVENANTS ON HUNTER'S BEND DEVELOPMENT COMPANY, INC.

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R. L. Brown

WHEREAS, HUNTER'S BEND DEVELOPMENT COMPANY, INC. is the owner of certain property in Hamilton County, Tennessee, which has been platted, and is known as Hunter's Bend Subdivision, as shown by plat recorded in Plat Book 44, Page 358 in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, it is the intent, purpose and desire of Hunter's Bend Development Company, Inc. to insure the proper development of said subdivision into an exclusive residential section and for such purposes there is hereby imposed upon the lots in said Hunter's Bend Subdivision the restrictive covenants and conditions hereinafter set forth, which shall be a part of the consideration of each 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 mentioned in subsequent conveyance or not.

1. All lots in this subdivision shall be used for residential purposes only, and the same shall be restricted to single-family residence. No residence in this subdivision shall exceed two stories in height, excluding basement, and garages or carports must be attached to, or constitute a part of the dwelling. All driveways from street to garage or carport shall be concrete.
2. The minimum set back line of each dwelling from the property line of the street it faces shall be 35 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, etc. However, where the topography of certain lots may make it unfeasible to conform to the 35-foot front set back line, Hunter's Bend Development Company, Inc. or its assigns may consent in writing to a setback from the front street of less than 35 feet, which consent must be executed and placed of record in the Register's Office of Hamilton County, Tennessee.
3. The minimum living area of each residence shall not be less than 2000 square feet on a two story home or 1800 square feet on a single level home, exclusive of porches, unfinished basement or room, breezeways, garages, carports, etc. Only one single-family residence shall be erected on each building lot. It shall be permissible to use one or more lots, or parts of lots, to form a single building lot; provided, and no lots so formed shall be less than the minimum size of lots in the subdivision. This may only be done by having a Resubdivision Plat prepared, approved, and recorded. All homes must conform to the TVA Energy Saver Standards unless the architectural requirements of the house preclude use of this standard. Exceptions may be made by Don R. Yates, President of Hunter's Bend Development Company, Inc.
4. The Architectural Control Committee is composed of Don R. Yates, President of Hunter's Bend Development Company, Inc. and its assigns. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
5. Exterior of all buildings, other than as herein set forth, shall be of acceptable wood or masonry construction, or other siding which may be acceptable to and approved by Don R. Yates, President, with the following provisions and exceptions:
 - (a) The exterior finish of all foundations must be of brick, stone or similar material; provided, however, the rear foundation may be of concrete block, with stucco or concrete finish, providing there shall be no visible joints, but this exception shall not apply as to Lots No. 3 thru 19.
 - (b) The designation of masonry construction shall not be stucco or concrete finish.

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6. The dwellings erected in the Subdivision shall face the street on which the lots are platted to front, but as to corner lots, the dwelling may face or front either street, or angled to front the corner at the intersection of the streets. If the residence is angled to front the corner at the intersection of the streets, it shall be set back a minimum distance of 25 feet from each of said streets in the most direct line from the corners of the residence to the street lines.

7. No structure on any lot shall be occupied until a dwelling house, including yard work, conforming fully to the provisions of this instrument, shall have been erected and fully completed thereon. Once the footages of any building shall be poured, construction must progress continuously (with allowance for weather conditions, labor conditions, and availability of material(s) until the building or buildings are fully completed, and the exterior (including yard work) must be completed within eight (8) months from commencement of construction.

8. All of the streets and roadways shown on the Subdivision Plat are hereby dedicated to the public use for streets and roadways purposes, and shall be subject to the duly constituted public authorities. Any damage done to street or curbing by the owner of any lot or by a contractor employed to build a residence on any lot will be repaired immediately at the expense of the owner of contractor.

9. Prior to commencement of construction and erection of a residence upon any lot in the Subdivision, the plans and specifications must be submitted to Don R. Yates, President for approval or disapproval, which approval or disapproval shall be in writing. In the event Don R. Yates or his representatives fails to approve or disapprove any such plans or specifications so submitted to it, within 30 days after submission, its approval will be conclusively assumed, and the related covenants shall be deemed to have been fully complied with. Further, if any residence is constructed and completed, without any suit filed to enjoin the construction thereof, such approval will be conclusively presumed, and the related covenants shall be deemed to have been fully complied with.

10. No trailer, mobile home, tent, shack or other similar structure shall be placed or permitted to remain on any lot in the Subdivision, nor shall any incomplete structure be used as a residence, temporarily or permanently. A camper or a boat trailer (not more than one of each) may be kept on any lot in the Subdivision, providing the same shall be located and kept to the rear of the rear elevation of the residence on the lot, and shall not be used for residential purposes, temporarily or permanently.

11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance or such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. No fences shall be allowed to extend nearer to front of lot than the front line of residence.

12. No signs of any advertising nature shall be permitted on any lot or building; however, signs may be erected by the Subdivision owners and/or builders and selling agents during the development and sale of the entire property. This shall not preclude the place of "For Sale" and "For Rent" signs on lots and homes in the Subdivision, not to exceed a height of 4 feet, a width of 3 feet.

13. No fowls or animals, other than the usual domestic pets, shall be kept or permitted to remain on the premises; and there shall be no kennels nor commercial breeding of any such domestic pets on any lot or tract in the Subdivision.

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14. No noxious or offensive trade or illegal use of any kind shall be made or carried on upon any lot, nor shall anything be placed or done on any of said property which is or may become a nuisance or an annoyance to the neighborhood.

15. Until such time as a general disposal system may serve the area, a sewage disposal system shall be constructed and provided for each dwelling house erected, conforming to the requirements of the Hamilton County Board of Health.

16. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) 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, agreeing to change said covenants in whole or in part.

17. In the event any one or more of the Restrictive Covenants above set forth shall be violated by any party either owner or tenant, then the party or parties guilty of such violation shall be subject and liable at the suit of the Hunter's Bend Development Company, Inc., its successors or assigns, or of the then constituted public authorities, to be enjoined by proper process from such violation and shall be liable for the payment of all costs and reasonable attorney's fees incident to litigation, which are agreed upon as liquidated damages, and shall be liable for such other additional damages as may accrue.

18. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

19. Hunter's Bend Development Company, Inc. reserves unto itself, its successors or assigns, the right to waive any violation of said Restrictive Covenants, which it deems to be minor in character or not to adversely affect the overall purpose sought to be attained by these restrictions.

We, GARY RODEN and wife, DEBBIE RODEN, as the owners of Lot 1, Hunter's Bend Subdivision, as shown by plat of record in Plat Book 44, Page 263, in the Register's Office of Hamilton County, Tennessee, do hereby, by joining in the execution of this document, consent to all of the terms and provisions hereof.

IN WITNESS WHEREOF HUNTER'S BEND DEVELOPMENT COMPANY, INC., a Tennessee Corporation, has caused its name to be signed, by Don R. Yates, thereunto duly authorized, and we, GARY RODEN and wife, DEBBIE RODEN, have hereunto set our hands, all to be effective as of the 23rd day of February, 1989.

HUNTER'S BEND DEVELOPMENT COMPANY, INC.,
a Tennessee Corporation

BY:

Don R. Yates
Don R. Yates, President

Gary Roden
GARY RODEN

Debbie Roden
DEBBIE RODEN

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STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Susan C. Humphreys of the State and County aforesaid, personally appeared DON R. YATES, with whom I am personally acquainted and who upon oath, acknowledged himself to be the president of Hunter's Bend Development Company, Inc., the within named bargainer and that he as such President, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself the President.

WITNESS my hand and seal, this 23rd day of February, 1989.

Susan C. Humphreys
NOTARY PUBLIC

My Commission Expires:

4-6-91

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 23rd day of February, 1989, before me personally appeared GARY RODEN and wife, DEBBIE RODEN, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Susan C. Humphreys
NOTARY PUBLIC

My Commission Expires:

4-6-91

66184

IDENTIFICATION
REFERENCE

FEB 27 2 29 PM '89

02/27/89 MISC

16.00

**16.00 C

SARAH P DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE