

Prepared by: Ralston Homes, Inc.
2401 Charleston Square
Chattanooga, Tenn. 37421

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RESTRICTIVE COVENANTS ON ASHWOOD SUBDIVISION UNIT IV (ASHWOOD PLACE)

RALSTON HOMES, INC. hereby declaring that it is the lawful owner in fee simple of all lots of Ashwood Subdivision, Phase Four, (Ashwood Place), as shown by plat of record in Plat Book 46, Page 23, in the Register's Office of Hamilton County, Tennessee desiring to promote the development thereof as a residential subdivision, and for the protection of it, its successors in trust or assigns, and the protection of future owners of any one or more of said lots, does hereby impose upon all of said lots, the following Restrictive Covenants, which shall run with the land, to-wit:

07/06/90

MISC

20.00

**20.00

NOW THEREFORE, RALSTON HOMES, INC. A Tennessee Corporation, do hereby name item one(1), to read as follows:

1. All of said lots in said subdivision shall be, and be known and described as: residential lots, and no structure shall be erected, altered, places or permitted to remain on any residential building lot other than one detached single family dwelling, with attached garage, which may also be located in the basement, and which must be for a minimum of two cars. No carports are permitted.
2. No residence shall be designed, patterned, constructed or maintained to serve or for the use of more than one family, and 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; nor, shall any lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses.
3. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line, or nearer than 10 feet to any interior lot line; further, there are certain setback requirements provided for and shown on the subdivision plat, which are incorporated in and made a part of these Restrictive Covenants. No structure, other than a swimming pool, appropriate pool facilities, outdoor fireplace, etc., of approximately ground level construction shall be located nearer than 25 feet to any rear lot line.
4. It is provided that not more than one dwelling house shall be erected or maintained on any one lot. 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 re-arrangement of boundry lines of subdivision lots shall not reduce the basic width and size of the original lots as platted, or increase the total number of lots in said subdivision, and that the same shall conform to zoning laws and subdivision regulations in effect thereon. No lot or any part thereof shall be used as a means of access (either public or private) to other lands or used for the installation of utilities serving other lands. However, Developer do hereby reserve the exclusive right to use a lot or part of a lot as a means of public and/or private access to and from other lands and/or to use a lot or part of a lot for the installation and maintenance of utility and/or drainage and/or sewage lines serving other lands, and Developer reserves the exclusive right to grant, transfer and convey these rights to others.

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5. No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any trucks larger than pick-ups, or personal type vans are not permitted to be parked in subdivision. All boats, boat trailers, campers, motor homes, etc. must be enclosed inside garage. All basketball goals, skateboarding ramps, batting cages, etc., of any kind will be kept at all times in the rear of the residence.
6. No part of any lot shall be used for residential purposes until, first a completed dwelling house, conforming fully to the provisions of this Instrument, shall have been erected thereon, the intent of this paragraph (6) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection 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. Notwithstanding anything herein to the contrary Developer and builders reserve the continuing right to maintain the temporary field office and the construction office trailer on any unsold lot in the subdivision as long as developer and builders are engaged in the development and marketing of the subdivision and/or in the construction of residences on lots in the subdivision.
7. Any residence being erected on a lot shall be completed within twelve(12) months from the date of the pouring of the footings for said residence.
8. No dwelling house shall be erected or permitted to remain on any lot in the subdivision unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screened porches, garages, eaves, steps, and basements (whether finished or not), set forth below:
 - (a) All one level residences to be a minimum of 1,800 square feet
 - (b) All other style residences to be a minimum of 2,000 square feet.
9. All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots.
10. It shall be permissible for Developer to rearrange boundary lines of lots, if so desired, and to combine lots or parts of lots into one building plot, provided the same does not result in an increase in the number of lots once the subdivision plat has been recorded.
11. That no more than one dwelling shall be erected on any one of said lots, and any building on the premises shall be neatly painted or stained unless of brick or stone. There shall be no exposed concrete blocks, nor shall any asbestos siding be used in construction of residence. Blocks on rear of residence may be stucco. All front lawns to be sodded. Landscape work must be completed within 90 days of completion of house or occupancy. Each dwelling shall have a uniform victorian mailbox approved by developer.
12. Each residence constructed upon a lot must be served by a driveway, paved with concrete.
13. No bathhouses will be permitted to be erected or maintained without the written approval of developer of its location, style, materials and size.

14. Before any construction is commenced or carried on upon any lot, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to developer, and written approval thereof by developer must be procured. Said plans and specifications submitted will be kept on file by the developer. Because of the developer's intense concern that all of said lots develop into a subdivision of character and good taste, many factors beyond minimum square of floor space will be considered before plans and specifications are approved. Some of these factors will include, among other things, such consideration as; how the architectural style fits in with the other homes constructed in the subdivision, roof pitch, masonry and siding materials, window placement, driveway and garage door location and the like. A roof pitch must be a minimum of 8/12 unless otherwise approved by the developer.
15. No sheep, swine, goats, horses, cattle, burros, fowls or any like animals shall be permitted to be kept or to remain on any of the lots hereinabove described, or to roam at large on any of the streets bordering the same. There shall be no kennels permitted on any lot in the subdivision, for the commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.
16. Whether expressly stated so or not in any deed conveying any one or more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.
17. All of said lots in said subdivision 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). Tree limbs, rocks and other debris must be kept out of the street. In the event that an owner fails, of his own violation, to maintain his lot in a neat and orderly condition, developer or Homeowners Association may enter upon said lot without liability and proceed to put said lot into condition, billing the cost of such work to the owner. All property owners in the subdivision are requested to aid in keeping cars, trucks, and delivery trucks off the curbs of the streets, as the same can easily be broken, particularly when new. Also, all owners of lots must keep the street clear of concrete blocks, concrete, and building materials while residence is under construction.
18. There shall be no detached garages, outbuildings or servants quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus a bathhouse will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as otherwise set forth herein.
19. In the event of minor violation of these restrictive covenants, a waiver thereof may be made by developer. Any such waiver, shall be in writing and recorded in the Register's Office of Hamilton County, Tennessee.
20. No sign of any character shall be displayed or placed upon any part of the property except those advertising the property for sale or for rent and those used by the builder to advertise the property during the construction and sales period, and signs referring only to the premises on which displayed. No such sign shall exceed twelve (12) square feet in size nor have an over all height exceeding five (5) feet in size nor have an over all height exceeding five (5) feet above ground level.

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21. No television, radio or other signal receiving devices, whether the signals are transmitted by mass communication systems or privately owned systems of non-mass communications nature, nor any television satellite dishes shall be erected or maintained on any of said lots.
22. Any damage done to street, sidewalk or curbing by the owner of any lot or by 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.
23. Wood fences are allowed no nearer the front line than the rear elevation of the residence. The design and materials used in such fence construction must be approved by the developer. No chain link or wire fences will be allowed.

COMMUNITY AREA'S (HOMEOWNER'S ASSOCIATION CORPORATION)

ASHWOOD HOMEOWNER'S ASSOCIATION CORPORATION is to maintain all community and common areas including entrances, community lots, swimming pool and pool house and the operating and maintaining of street lights at entrances, sprinkler systems, swimming pool, etc. When swimming pool and pool house are complete, the developer will deed the community lot to the Homeowner's Association Corporation at which time the Homeowner's Association Corporation will assume all operating expenses and liability for said community properties. Membership in the Ashwood Homeowner's Corporation will be mandatory by all lot owners. The Homeowner's Association Corporation will set all dues for maintaining and upkeep of subdivision. Lots owned by developer or builders on unoccupied lots or houses will not be assessed any dues until such time as they are occupied by a homeowner.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgments or decree of any court record to be invalid, such action shall in no way effect the other provisions, which shall remain in full force and effect, the owner is hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions, and reservations shall attach to and run with each and every one of the said lots of land and titles to, and estates therein, shall be subject thereto and the same shall be binding upon each and every owner occupancy of the same until January 1, 2010, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years thereafter unless, by action of a minimum of sixty-six and two-thirds percent (66-2/3%) of the then owners of the lots, it is agreed to change said covenants in whole or in part; provided, further, that the 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 part of parties claiming under the, shall or will convey, devise or demise any or either of said lots, or any part of same, except as being subject to these covenants, conditions and restrictions, and the obligation to observe and perform the same. These 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 made thereon.

If any party or parties shall violate or attempt to violate any of the covenants or restrictions herein provided for before January 1, 2010, or within the extended time as hereinbefore provided for, it shall be lawful for the developer, their respective successors, heirs or assigns, or any person or persons owning any of said lots 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 attorney's fees.

IN WITNESS WHEREOF, Ralston Homes, Inc. has hereunto caused its corporate name to be signed by its duly authorized officer, JACK RALSTON, President hereinto set his hand, to be effective as of this 27th day of June 19 90.


Jack Ralston
Ralston Homes, Inc.
by: Jack Ralston, President

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 27th day of JUNE 19 90, before me personally appeared Jack Ralston with whom I am personally acquainted, and who upon oath acknowledged himself to be President of Ralston Homes, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name.

D: 2 3 7.7

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

Shirley R. Mark


IDENTIFICATION
REFERENCE

Jul 6 3:51 PM

Jul 6 My commission expires: April 22, 1992

SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE