

751-4482

RESTRICTIVE COVENANTS - CARRIAGE HILL SUBDIVISION

WHEREAS, H & H Realty Company is the owner in fee simple of a tract of land on Signal Mountain located in Hamilton County, Tennessee, said tract of land having been subdivided in part as shown by plat attached hereto and said subdivision being known as Carriage Hill Subdivision; and

WHEREAS, it is the desire of H & H Realty Company and Close, Chambers & Close, Inc., the developers of said subdivision, to insure the proper development of said subdivision as an exclusive and attractive subdivision;

NOW, THEREFORE, in consideration of the premises and for the purposes above set forth, the owner and the developer do hereby impose and charge upon all of the lots in said Carriage Hill Subdivision, including any additions to said subdivision after this date, for the period set forth hereinafter, the following special covenants and restrictive conditions, to-wit:

1. Architectural Committee. An Architectural Committee shall be established 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 Architectural Committee shall be composed of not less than four members, two of whom shall be appointed by H & H Realty Company and two of whom shall be appointed by Close, Chambers & Close, Inc. so long as they desire to be represented on the committee. The committee may select others to serve as members of the committee, and shall provide for its own succession.

2. Prior Approval of Plans. No building, boundary fence or wall, or other structure shall be commenced, erected or placed or altered on said land until the plans and specifications showing the nature, kind, shape, dimensions, materials, exterior color scheme and location of such structure shall have been submitted to and approved in writing by the Architectural Committee, or its duly authorized representative; provided however, that if the committee or its duly authorized representative shall fail to approve or disapprove any proposed plans, specifications or locations within thirty (30) days after submission for approval, such plans, specifications and locations shall be conclusively deemed to have received the approval of said committee, or its duly authorized representative.

3. Overall Planning. The Architectural Committee or its duly authorized representative, shall have the right to disapprove any plans, specifications or locations which, in its opinion, are not suitable or desirable for aesthetic or other reasons; and in so passing upon such plans, specifications and locations, it shall have the right to require as many as four elevation drawings to scale together with topographic recordings of the site related to the road on which the land fronts and to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built and of the site upon which it is to be erected, the total investment contemplated, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the outlook from adjacent or neighboring properties.

4. Use of Land. (a) The Lots shall be used for private residential purposes only; no building of any kind whatsoever shall be erected or maintained on the land subject to these restrictions except:

- (1) private dwelling houses having a ground area of heated living area in the main structure, exclusive of open porches, garages, eaves and steps of at least 2,200 square feet for a one-story structure; 1,800 square feet (ground floor area) for a one and one-half story structure; or 1,600 square feet (ground floor area) for a two-story structure; each dwelling house shall be designed for occupation by a single family; in no event shall any private dwelling house contain less than 2,200 square feet of heated living area, exclusive of open porches, garages, eaves and steps;

- (2) private garages for the sole use of the respective owners or occupants of the building plots upon which such garages are erected, which garages may contain living quarters for one or more employees of such owners;
- (3) buildings, including garages as described in (2), for the storage of non-commercial vehicles, equipment and tools used in the maintenance of the building plot upon which erected, private greenhouses, spring or pump houses, garden shelters and bath houses accessory to swimming pools; and
- (4) a building or buildings to shelter domestic pets kept for the pleasure of the occupants of the land. Not more than one private dwelling house shall be erected or maintained upon any building plot. A building plot as used in this restriction shall be defined as one or more entire Lots as shown upon the attached plat and a part or parts of any adjoining Lots. ✓
- (b) The main dwelling must be constructed before the erection of any secondary buildings and no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
- (c) No building shall be located on any Lot nearer to the front line than sixty (60) feet unless otherwise permitted by the Architectural Committee, but in no case less than forty (40) feet. No building shall be located nearer to any side street line than forty (40) feet or nearer than thirty (30) feet to any side Lot line unless otherwise permitted by the Architectural Committee, but in no case less than fifteen (15) feet.
- (d) No residence shall be allowed to remain on any Lot unless there is provided for such residence a garage or carport sufficient to house at least two (2) cars. No garage or carport may open on the street fronting the residence without the specific approval, in advance, of the Architectural Committee.
- (e) Adequate underground or enclosed garbage receptacles must be provided for each residence.
- (f) All driveways must be paved with concrete or hot plant mix asphalt unless some other special surface is approved by the Architectural Committee.
- (g) The majority of the trees may not be removed from any Lot except in the area of the Lot upon which the house and driveways are to be constructed. Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the subdivision.
- (h) 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 or contractor.
- (i) Only quality materials and design will be acceptable on any structures built on any Lot and perma-stone and exposed 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 or stone.
- (j) The Architectural Committee 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 re-subdivided by any other owner thereof but shall remain as shown on the recorded plat except that two or more lots may be combined as one in which event the set-back restrictions shall be construed as pertaining to the side lines of the two or more lots as combined.
5. Prohibition of Commercial Use or Nuisance. 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 profession 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, and no livestock, or fowl shall be kept or allowed to be or remain on any Lot, although ordinary 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 may not include the raising of crops intended for marketing or sale to others.

6. Easements. H & H Realty Company reserves for itself, its successors and assigns, a permanent easement under, along and over the easements as shown on the master plan of the development for carrying of utilities, water or sewage and for the necessary maintenance of such facilities. Nothing shall be done on any Lot that interferes with the natural drainage of surface water to the injury of other property.

7. Sanitation. Before any residence shall be occupied, the residence shall be connected to a public sewer or shall be provided with a private septic tank sewage disposal system which shall be constructed and maintained in accordance with the Sanitation Code and specifications prescribed by the Town of Signal Mountain and the State of Tennessee.

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 owner 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) H & H Realty Company, its successor or assigns; (b) the grantees in deeds conveying land in said subdivision, their respective heirs, executors, administrators or assigns; (c) any subsequent owner of any land in said subdivision; or (d) the Architectural Committee or its duly authorized representative. 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 or any breach prior or subsequent thereto.

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

11. Right of Reservation. The Architectural Committee reserves the right at any time to modify or change set-back restrictions with respect to any Lot in the event of a minor violation of the same caused by inadvertence or by the irregular shape of any Lot and a statement of modification contained in any instrument duly acknowledged and recorded shall be conclusive and binding upon all parties that the violation is minor in nature and caused by inadvertence or was necessitated by the irregular shape of the particular Lot and that the new set-back restrictions contained in such instrument are controlling for that particular Lot over any contrary set-back provisions contained in this instrument. Such modification or change shall be applicable only to the specific Lot or Lots designated in such instrument.

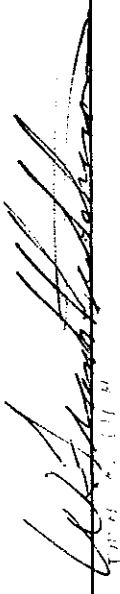
12. Right of Modification. The Architectural Committee hereby expressly reserves the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained in this instrument.

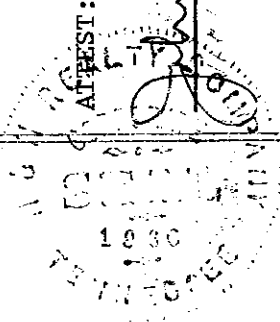
13. Signs on Lots. No sign of any kind shall be displayed to the public view on any Lot except two professional signs of not more than five square feet advertising the property for sale, or signs used by the developer to advertise the property during the construction or sales period.

14. Duration. Except as otherwise expressly provided herein, the covenants and restrictions of this Instrument shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Architectural Committee or the owner of any land subject to this Instrument, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Instrument is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

15. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect. X

H & H REALTY COMPANY

By 

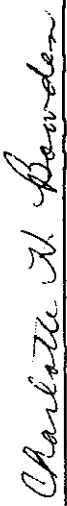


W. Frank Hutcheson

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared W. Frank Hutcheson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of H & H Realty Company, the within named bargainer, a corporation, and that he, as such officer of said corporation, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in said County, on this the 3rd day of January, 1967.


Notary Public

My commission expires January 7, 1969



UNIT 1

RESTRICTIVE COVENANTS - CARRIAGE HILL SUBDIVISION

WHEREAS, H & H REALTY COMPANY IS THE OWNER IN FEE SIMPLE OF A TRACT OF LAND ON SIGNAL MOUNTAIN LOCATED IN HAMILTON COUNTY, TENNESSEE, SAID TRACT OF LAND HAVING BEEN SUBDIVIDED IN PART AS SHOWN BY PLAT ATTACHED HERETO AND SAID SUBDIVISION BEING KNOWN AS CARRIAGE HILL SUBDIVISION; AND

WHEREAS, IT IS THE DESIRE OF H & H REALTY COMPANY AND CLOSE, CHAMBERS & CLOSE, INC., THE DEVELOPERS OF SAID SUBDIVISION, TO INSURE THE PROPER DEVELOPMENT OF SAID SUBDIVISION AS AN EXCLUSIVE AND ATTRACTIVE SUBDIVISION;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND FOR THE PURPOSES ABOVE SET FORTH, THE OWNER AND THE DEVELOPER DO HEREBY IMPOSE AND CHARGE UPON ALL OF THE LOTS IN SAID CARRIAGE HILL SUBDIVISION, INCLUDING ANY ADDITIONS TO SAID SUBDIVISION AFTER THIS DATE, FOR THE PERIOD SET FORTH HEREINAFTER, THE FOLLOWING SPECIAL COVENANTS AND RESTRICTIVE CONDITIONS, TO-WIT:

1. ARCHITECTURAL COMMITTEE. AN ARCHITECTURAL COMMITTEE SHALL BE ESTABLISHED 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 ARCHITECTURAL COMMITTEE SHALL BE COMPOSED OF NOT LESS THAN FOUR MEMBERS, TWO OF WHOM SHALL BE APPOINTED BY H & H REALTY COMPANY AND TWO OF WHOM SHALL BE APPOINTED BY CLOSE, CHAMBERS & CLOSE, INC. SO LONG AS THEY DESIRE TO BE REPRESENTED ON THE COMMITTEE. THE COMMITTEE MAY SELECT OTHERS TO SERVE AS MEMBERS OF THE COMMITTEE, AND SHALL PROVIDE FOR ITS OWN SUCCESSION.

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2. PRIOR APPROVAL OF PLANS. NO BUILDING, BOUNDARY FENCE OR WALL, OR OTHER STRUCTURE SHALL BE COMMENCED, ERECTED OR PLACED OR ALTERED ON SAID LAND UNTIL THE PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, DIMENSIONS, MATERIALS, EXTERIOR COLOR SCHEME AND LOCATION OF SUCH STRUCTURE SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE, OR ITS DULY AUTHORIZED REPRESENTATIVE; PROVIDED HOWEVER, THAT IF THE COMMITTEE OR ITS DULY AUTHORIZED REPRESENTATIVE SHALL FAIL TO APPROVE OR DISAPPROVE ANY PROPOSED PLANS, SPECIFICATIONS OR LOCATIONS WITHIN THIRTY (30) DAYS AFTER SUBMISSION FOR APPROVAL, SUCH PLANS, SPECIFICATIONS AND LOCATIONS SHALL BE CONCLUSIVELY DEEMED TO HAVE RECEIVED THE APPROVAL OF SAID COMMITTEE, OR ITS DULY AUTHORIZED REPRESENTATIVE.

3. OVERALL PLANNING. THE ARCHITECTURAL COMMITTEE OR ITS DULY AUTHORIZED REPRESENTATIVE, SHALL HAVE THE RIGHT TO DISAPPROVE ANY PLANS, SPECIFICATIONS OR LOCATIONS WHICH, IN ITS OPINION, ARE NOT SUITABLE OR DESIRABLE FOR AESTHETIC OR OTHER REASONS; AND IN SO PASSING UPON SUCH PLANS, SPECIFICATIONS AND LOCATIONS, IT SHALL HAVE THE RIGHT TO REQUIRE AS MANY AS FOUR ELEVATION DRAWINGS TO SCALE TOGETHER WITH TOPOGRAPHIC RECORDINGS OF THE SITE RELATED TO THE ROAD ON WHICH THE LAND FRONTS AND TO TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURE AND OF THE MATERIALS OF WHICH IT IS TO BE BUILT AND OF THE SITE UPON WHICH IT IS TO BE ERECTED, THE TOTAL INVESTMENT CONTEMPLATED, THE HARMONY THEREOF WITH THE SURROUNDINGS, AND THE EFFECT OF THE BUILDING OR OTHER STRUCTURE, AS PLANNED, ON THE OUTLOOK FROM ADJACENT OR NEIGHBORING PROPERTIES.

4. USE OF LAND. (A) THE LOTS SHALL BE USED FOR PRIVATE RESIDENTIAL PURPOSES ONLY; NO BUILDING OF ANY KIND WHATSOEVER SHALL BE ERECTED OR MAINTAINED ON THE LAND SUBJECT TO THESE RESTRICTIONS EXCEPT:

(1) PRIVATE DWELLING HOUSES HAVING A GROUND AREA OF HEATED LIVING AREA IN THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES, GARAGES, EAVES AND STEPS OF AT LEAST 2,200 SQUARE FEET FOR A ONE-STORY STRUCTURE; 1,800 SQUARE FEET (GROUND FLOOR AREA) FOR A ONE AND ONE-HALF STORY STRUCTURE; OR 1,600 SQUARE FEET (GROUND FLOOR AREA) FOR A TWO-STORY STRUCTURE; EACH DWELLING HOUSE SHALL BE DESIGNED FOR OCCUPATION BY A SINGLE FAMILY; IN NO EVENT SHALL ANY PRIVATE DWELLING HOUSE CONTAIN LESS THAN 2,200 SQUARE FEET OF HEATED LIVING AREA, EXCLUSIVE OF OPEN PORCHES, GARAGES, EAVES AND STEPS:

~~UNIT 1~~

- (2) PRIVATE GARAGES FOR THE SOLE USE OF THE RESPECTIVE OWNERS OR OCCUPANTS OF THE BUILDING PLOTS UPON WHICH SUCH GARAGES ARE ERECTED, WHICH GARAGES MAY CONTAIN LIVING QUARTERS FOR ONE OR MORE EMPLOYEES OF SUCH OWNERS;
- (3) BUILDINGS, INCLUDING GARAGES AS DESCRIBED IN (2), FOR THE STORAGE OF NON-COMMERCIAL VEHICLES, EQUIPMENT AND TOOLS USED IN THE MAINTENANCE OF THE BUILDING PLOT UPON WHICH ERECTED, PRIVATE GREENHOUSES, SPRING OR PUMP HOUSES, GARDEN SHELTERS AND BATH HOUSES ACCESSORY TO SWIMMING POOLS; AND
- (4) A BUILDING OR BUILDINGS TO SHELTER DOMESTIC PETS KEPT FOR THE PLEASURE OF THE OCCUPANTS OF THE LAND. NOT MORE THAN ONE PRIVATE DWELLING HOUSE SHALL BE ERECTED OR MAINTAINED UPON ANY BUILDING PLOT. A BUILDING PLOT AS USED IN THIS RESTRICTION SHALL BE DEFINED AS ONE OR MORE ENTIRE LOTS AS SHOWN UPON THE ATTACHED PLAT AND A PART OR PARTS OF ANY ADJOINING LOTS.
- (B) THE MAIN DWELLING MUST BE CONSTRUCTED BEFORE THE ERECTION OF ANY SECONDARY BUILDINGS AND NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY.
- (C) NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LINE THAN SIXTY (60) FEET UNLESS OTHERWISE PERMITTED BY THE ARCHITECTURAL COMMITTEE, BUT IN NO CASE LESS THAN FORTY (40) FEET. NO BUILDING SHALL BE LOCATED NEARER TO ANY SIDE STREET LINE THAN FORTY (40) FEET OR NEARER THAN THIRTY (30) FEET TO ANY SIDE LOT LINE UNLESS OTHERWISE PERMITTED BY THE ARCHITECTURAL COMMITTEE, BUT IN NO CASE LESS THAN FIFTEEN (15) FEET.
- (D) NO RESIDENCE SHALL BE ALLOWED TO REMAIN ON ANY LOT UNLESS THERE IS PROVIDED FOR SUCH RESIDENCE A GARAGE OR CARPORT SUFFICIENT TO HOUSE AT LEAST TWO (2) CARS. NO GARAGE OR CARPORT MAY OPEN ON THE STREET FRONTING THE RESIDENCE WITHOUT THE SPECIFIC APPROVAL, IN ADVANCE, OF THE ARCHITECTURAL COMMITTEE.
- (E) ADEQUATE UNDERGROUND OR ENCLOSED GARBAGE RECEPTACLES MUST BE PROVIDED FOR EACH RESIDENCE.
- (F) ALL DRIVEWAYS MUST BE PAVED WITH CONCRETE OR HOT PLANT MIX ASPHALT UNLESS SOME OTHER SPECIAL SURFACE IS APPROVED BY THE ARCHITECTURAL COMMITTEE.
- (G) THE MAJORITY OF THE TREES MAY NOT BE REMOVED FROM ANY LOT EXCEPT IN THE AREA OF THE LOT UPON WHICH THE HOUSE AND DRIVEWAYS ARE TO BE CONSTRUCTED. EXCESSIVE REMOVAL OF TREES WILL BE DEEMED TO BE A NUISANCE TO THE ADJOINING NEIGHBORS AND WILL MAR THE BEAUTY OF THE SUBDIVISION.
- (H) 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 OR CONTRACTOR.
- (I) ONLY QUALITY MATERIALS AND DESIGN WILL BE ACCEPTABLE ON ANY STRUCTURES BUILT ON ANY LOT AND PERMASTONE AND EXPOSED 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 OR STONE.
- (J) THE ARCHITECTURAL COMMITTEE 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 RE-SUBDIVIDED BY ANY OTHER OWNER THEREOF BUT SHALL REMAIN AS SHOWN ON THE RECORDED PLAT EXCEPT THAT TWO OR MORE LOTS MAY BE COMBINED AS ONE IN WHICH EVENT THE SET-BACK RESTRICTIONS SHALL BE CONSTRUED AS PERTAINING TO THE SIDE LINES OF THE TWO OR MORE LOTS AS COMBINED.
5. PROHIBITION OF COMMERCIAL USE OR NUISANCE. 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 PROFESSION 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, AND NO LIVESTOCK, OR FOWL SHALL BE KEPT OR ALLOWED TO BE OR REMAIN ON ANY LOT, ALTHOUGH ORDINARY 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 MAY NOT INCLUDE THE RAISING OF CROPS INTENDED FOR MARKETING OR SALE TO OTHERS.

6. EASEMENTS. H & H REALTY COMPANY RESERVES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT UNDER, ALONG AND OVER THE EASEMENTS AS SHOWN ON THE MASTER PLAN OF THE DEVELOPMENT FOR CARRYING OF UTILITIES, WATER OR SEWAGE AND FOR THE NECESSARY MAINTENANCE OF SUCH FACILITIES. NOTHING SHALL BE DONE ON ANY LOT THAT INTERFERES WITH THE NATURAL DRAINAGE OF SURFACE WATER TO THE INJURY OF OTHER PROPERTY.

7. SANITATION. BEFORE ANY RESIDENCE SHALL BE OCCUPIED, THE RESIDENCE SHALL BE CONNECTED TO A PUBLIC SEWER OR SHALL BE PROVIDED WITH A PRIVATE SEPTIC TANK SEWAGE DISPOSAL SYSTEM WHICH SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE SANITATION CODE AND SPECIFICATIONS PRESCRIBED BY THE TOWN OF SIGNAL MOUNTAIN AND THE STATE OF TENNESSEE.

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 OWNER 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) H & H REALTY COMPANY, ITS SUCCESSOR OR ASSIGNS; (B) THE GRANTEES IN DEEDS CONVEYING LAND IN SAID SUBDIVISION, THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS; (C) ANY SUBSEQUENT OWNER OF ANY LAND IN SAID SUBDIVISION; OR (D) THE ARCHITECTURAL COMMITTEE OR ITS DULY AUTHORIZED REPRESENTATIVE. 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 OR ANY BREACH PRIOR OR SUBSEQUENT THERETO.

10. RIGHT TO ASSIGN. ANY OR ALL OF THE RIGHTS, POWERS, DUTIES AND OBLIGATIONS WHICH ARE HEREIN ASSUMED BY OR RESERVED OR GIVEN TO THE OWNER OR THE ARCHITECTURAL COMMITTEE, MAY BE ASSIGNED AND TRANSFERRED TO A HOMEOWNERS' ASSOCIATION AT SUCH TIME AS THE ARCHITECTURAL COMMITTEE SHALL DETERMINE. UPON SUCH ASSIGNMENT OR TRANSFER, THE ASSIGNOR OR TRANSFEROR AND ITS SUCCESSORS AND ASSIGNS, OR THE ARCHITECTURAL COMMITTEE SHALL THEREUPON BE RELEASED FROM ALL RIGHTS, POWERS, DUTIES AND OBLIGATIONS IN THIS INSTRUMENT RESERVED OR GIVEN TO AND ASSUMED BY THE OWNER, ITS SUCCESSORS OR ASSIGNS, OR THE ARCHITECTURAL COMMITTEE.

11. RIGHT OF RESERVATION. THE ARCHITECTURAL COMMITTEE RESERVES THE RIGHT AT ANY TIME TO MODIFY OR CHANGE SET-BACK RESTRICTIONS WITH RESPECT TO ANY LOT IN THE EVENT OF A MINOR VIOLATION OF THE SAME CAUSED BY INADVERTENCE OR BY THE IRREGULAR SHAPE OF ANY LOT AND A STATEMENT OF MODIFICATION CONTAINED IN ANY INSTRUMENT DULY ACKNOWLEDGED AND RECORDED SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES THAT THE VIOLATION IS MINOR IN NATURE AND CAUSED BY INADVERTENCE OR WAS NECESSITATED BY THE IRREGULAR SHAPE OF THE PARTICULAR LOT AND THAT THE NEW SET-BACK RESTRICTIONS CONTAINED IN SUCH INSTRUMENT ARE CONTROLLING FOR THAT PARTICULAR LOT OVER ANY CONTRARY SET-BACK PROVISIONS CONTAINED IN THIS INSTRUMENT. SUCH MODIFICATION OR CHANGE SHALL BE APPLICABLE ONLY TO THE SPECIFIC LOT OR LOTS DESIGNATED IN SUCH INSTRUMENT.

12. RIGHT OF MODIFICATION. THE ARCHITECTURAL COMMITTEE HEREBY EXPRESSLY RESERVES THE RIGHT AT ANY TIME TO ANNUL, WAIVE, CHANGE OR MODIFY ANY OF THE RESTRICTIONS, CONDITIONS, COVENANTS, AGREEMENTS OR PROVISIONS CONTAINED IN THIS INSTRUMENT.

13. SIGNS ON LOTS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT TWO PROFESSIONAL SIGNS OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE, OR SIGNS USED BY THE DEVELOPER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION OR SALES PERIOD.

14. DURATION. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE COVENANTS AND RESTRICTIONS OF THIS INSTRUMENT SHALL RUN WITH AND BIND THE LAND, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE ARCHITECTURAL COMMITTEE OR THE OWNER OF ANY LAND SUBJECT TO THIS INSTRUMENT, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS, FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS INSTRUMENT IS RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT SIGNED BY THE THEN-OWNERS OF TWO-THIRDS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART. PROVIDED, HOWEVER, THAT NO SUCH AGREEMENT TO CHANGE SHALL BE EFFECTIVE UNLESS MADE AND RECORDED THREE (3) YEARS IN ADVANCE OF THE EFFECTIVE DATE OF SUCH CHANGE, AND UNLESS WRITTEN NOTICE OF THE PROPOSED AGREEMENT IS SENT TO EVERY OWNER AT LEAST NINETY (90) DAYS IN ADVANCE OF ANY ACTION TAKEN.

15. SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

Do Not
Remove

CARRIAGE HILL SUBDIVISION - UNIT TWO

RESTRICTIVE COVENANTS

H & H Realty Company is the owner in fee simple of a tract of land on Signal Mountain located in Hamilton County, Tennessee, said tract of land having been subdivided as shown by plat attached hereto and said subdivision being known as Carriage Hill Subdivision - Unit Two; and

WHEREAS, it is the desire of H & H Realty Company, the developers of said subdivision, to insure the proper development of said subdivision as an exclusive and attractive subdivision;

NOW, THEREFORE, in consideration of the premises and for the purposes above set forth, the owner does hereby impose and charge upon all of the lots in said Carriage Hill Subdivision - Unit Two for the period set forth hereinafter, the following special covenants and restrictive conditions, to-wit:

1. Architectural Committee. An Architectural Committee shall be established 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 Architectural Committee shall be composed of not less than three members, two of whom shall be appointed by H & H Realty Company and one of whom shall be appointed by the owners of the building plots in said Carriage Hill Subdivision - Unit Two. The committee may select others to serve as members of the committee, and shall provide for its own succession.

2. Prior Approval of Plans. No building, boundary fence or wall, or other structure shall be commenced, erected or placed or altered on said land until the plans and specifications showing the nature, kind, shape, dimensions, materials, exterior color scheme and location of such structure shall have been submitted to and approved in writing by the Architectural Committee, or its duly authorized representative; provided however, that if the committee or its duly authorized representative shall fail to approve or disapprove any proposed plans, specifications or locations within thirty (30) days after submission for approval, such plans, specifications and locations shall be conclusively deemed to have received the approval of said committee, or its duly authorized representative. The Architectural Committee shall have the right to reject, or not approve any plans, regardless of such plans meeting the specifications set forth herein.

3. Overall Planning. The Architectural Committee or its duly authorized representative, shall have the right to disapprove any plans, specifications or locations which, in its opinion, are not suitable or desirable for aesthetic or other reasons; and in so passing upon such plans, specifications and locations, it shall have the right to require as many as four elevation drawings to scale together with topographic recordings of the site related to the location on which the land fronts and to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built and of the site upon which it is to be erected, the total investment contemplated, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the outlook from adjacent or neighboring properties.

4. Use of Land. (a) The Lots shall be used for private residential purposes only; no building of any kind whatsoever shall be erected or maintained on the land subject to these restrictions except:

(1) private dwelling houses having a ground area of heated living area in the main structure, exclusive of open porches, garages, eaves and steps of at least 2,200 square feet for a one-story structure; 1,800 square feet (ground floor area) for a one and one-half story structure; 1,600 square feet (ground floor area) for a two-story structure; or 2,200 square feet (ground floor area) for a split level structure; each dwelling house shall be designed for occupation by a single family; in no event shall any private dwelling house contain less than 2,200 square feet of heated living area, exclusive of open porches, garages, eaves and steps;

(2) private garages for the sole use of the respective owners or occupants of the building plots upon which such garages are erected, which garages may contain living quarters for one or more employees of such owners;

(3) buildings, including garages as described in (2), for the storage of non-commercial vehicles, equipment and tools used in the maintenance of the building plot upon which erected, private greenhouses, spring or pump houses, garden shelters and bath houses accessory to swimming pools; and

(4) a building or buildings to shelter domestic pets kept for the pleasure of the occupants of the land. Not more than one private dwelling house shall be erected or maintained upon any building plot. A building plot as used in this restriction shall be defined as one or more entire Lots as shown upon the attached plat and a part or parts of any adjoining Lots.

(b) The main dwelling must be constructed before the erection of any secondary buildings and no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

(c) No building shall be located on any Lot nearer to the front line than sixty (60) feet unless otherwise permitted by the Architectural Committee, but in no case less than forty (40) feet. No building shall be located nearer to any side street line than forty (40) feet or nearer than thirty (30) feet to any side Lot line unless otherwise permitted by the Architectural Committee, but in no case less than fifteen (15) feet.

(d) No residence shall be allowed to remain on any Lot unless there is provided for such residence a garage or carport sufficient to house at least two (2) cars. No garage or carport may open on the street fronting the residence without the specific approval, in advance, of the Architectural Committee.

(e) Adequate underground or enclosed garbage receptacles must be provided for each residence.

(f) All driveways must be paved with concrete or hot plant mix asphalt unless some other special surface is approved by the Architectural Committee.

(g) The majority of the trees may not be removed from any Lot except in the area of the Lot which the house and driveways are

to be constructed. Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the subdivision.

(h) 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 or contractor.

(i) Only quality materials and design will be acceptable on any structure built on any Lot and permastone and exposed 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 or stone.

(j) The Architectural Committee 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 re-subdivided by any other owner thereof but shall remain as shown on the recorded plat except that two or more lots may be combined as one in which event the set-back restrictions shall be construed as pertaining to the side lines of the two or more lots as combined.

5. Prohibition of Commercial Use or Nuisance. No trade 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 profession 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, and no livestock, or fowl shall be kept or allowed to be or remain on any Lot, although ordinary 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 may not include the raising of crops intended for marketing or sale to others.

6. Easements. H & H Realty Company reserves for itself, its successors and assigns, a permanent easement under, along and over the easements as shown on the master plan of the development for carrying of utilities, water or sewage and for the necessary maintenance of such facilities. Nothing shall be done on any Lot that interferes with the natural drainage of surface water to the injury of other property.

7. Sanitation. Before any residence shall be occupied, the residence shall be connected to a public sewer or shall be provided with a private septic tank sewage disposal system which shall be constructed and maintained in accordance with the Sanitation Code and specifications prescribed by the Town of Signal Mountain and the State of Tennessee.

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 owner 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) H & H Realty Company, its successor or assigns; (b) the grantees in deeds conveying land in said subdivision, their respective heirs, executors, administrators or assigns; (c) any subsequent owner of any land in said subdivision; or (d) the Architectural Committee or its

duly authorized representative. 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 or any breach prior or subsequent thereto.

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

11. Right of Reservation. The Architectural Committee reserves the right at any time to modify or change set-back restrictions with respect to any lot in the event of a minor violation of the same caused by inadvertence or by the irregular shape of any lot and a statement of modification contained in any instrument duly acknowledged and recorded shall be conclusive and binding upon all parties that the violation is minor in nature and caused by inadvertence or was necessitated by the irregular shape of the particular lot and that the new set-back restrictions contained in such instrument are controlling for that particular lot over any contrary set-back provisions contained in this instrument. Such modification or change shall be applicable only to the specific lot or lots designated in such instrument.

12. Right of Modification. The Architectural Committee hereby expressly reserves the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained in this instrument.

13. Signs on Lots. No sign of any kind shall be displayed to the public view on any lot except two professional signs of not more than five square feet advertising the property for sale, or signs used by the developer to advertise the property during the construction or sales period.

14. Duration. Except as otherwise expressly provided herein, the covenants and restrictions of this instrument shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Architectural Committee or the owner of any land subject to this instrument, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this instrument is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

15. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise

15' Drainage & Sanitary Sewer EASE
230'

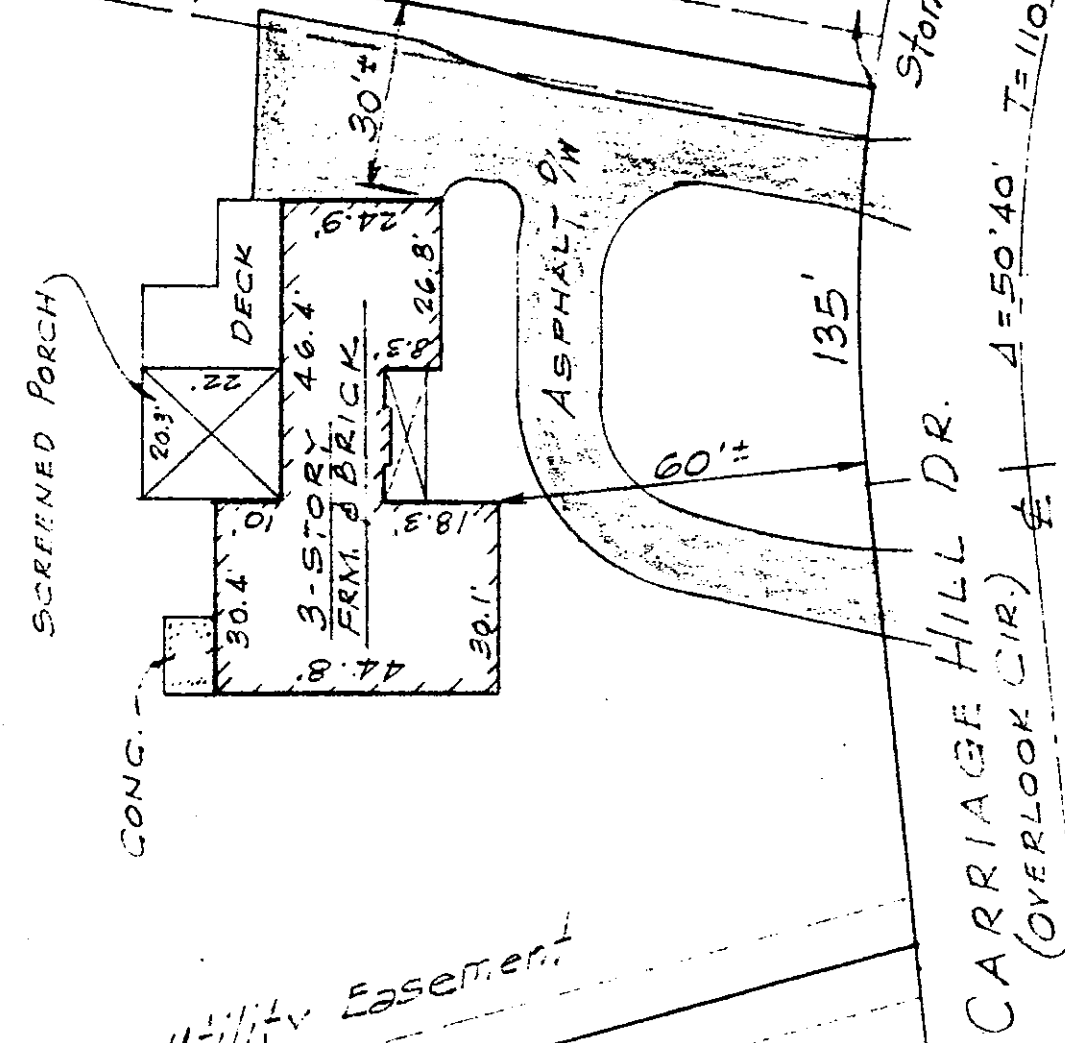
NORTH

5' x 20' Anchor EASE

LOT 34

15' Drainage & Utility EASEMENT
230'

16' Drainage & Utility EASE
180'



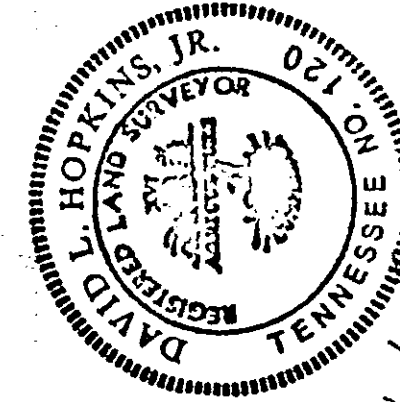
NOTES THIS LOT IS NOT INCLUDED IN AREAS DESIGNATED "SPECIAL FLOOD HAZARD" OR FEDERAL FLOOD MAPS AVAILABLE TO BE AT THIS TIME

33

35

To: Lawyers Title and Escrow, Inc. & Collateral Investment Company
Re: George T. Long & wife, Kathryn M. Long

This is to certify that this plan, survey, maps, measurements set forth in instrument executed in the name of Chattanooga Land Title Association, dated February 2, 1981, and recorded in Book 2735 Page 804 in the Register's Office of Hamilton County, Tennessee. The undersigned hereby waives any defense afforded under any limitation of Actions Statutes of the State of Tennessee, insofar as the same apply to any mortgage lender making a loan on the property, at their title insurance company, which has relied upon this survey to insure any owner of the property or any such lender. This survey does not constitute a boundary line survey as not made to be relied upon by the owners and does not set or establish corners.



MORTGAGE LOAN SURVEY -
LOT 34, UNIT ONE, CARRIAGE HILL
(P.B. 25 PG. 30 - R.O.H.C.) HAMILTON CO., TN.
#59 Carriage Hill Dr.
Signal Mtn., TN. 37377

DATE AUG 27 1982
SCALE 1" = 30'
DRWG. NO. 1082-271-1
FIELD BK. 536-71

Daniel L. Hopkins, Jr.
HOPKINS-MORTON ENGINEERING CO., INC.
REGISTERED ENGINEER 1235 - REGISTERED LAND SURVEYOR 120
415 GEORGIA AVENUE
CHATTANOOGA, TENNESSEE 37403

ARTICLES OF ASSOCIATION

This Agreement made and entered into on this the 22nd day of September, 1969, by the several parties hereinafter subscribing their signatures to this instrument as parties, and by so affixing their signatures agree jointly and severally to enter into an association, to be treated as a joint venture, on the terms and conditions hereinafter set forth:

W I T N E S S E T H:

That the parties hereto agree to and have formed an association to be known as the "CARRIAGE HILL PROPERTY OWNERS ASSOCIATION" with membership, purpose, terms, conditions and activities governed as hereinafter set forth;

I.

That the said joint venture or association shall be governed by the parties to this instrument or by a majority of those members present at regular meetings or at special meetings called by the Chairman with at least three (3) days actual notice to each member hereinafter subscribing. It is especially agreed by the parties hereto that a majority vote of those members present shall be controlling on all decisions affecting the success of this joint venture or association.

II.

A chairman, treasurer and such other officers as may be needed shall be elected by a majority vote of those members in attendance at any regular meeting or special meeting properly called. The Chairman may from time to time appoint such committees

and detail such work as may be needed for the success of the venture.

III.

Each of the parties to this agreement, upon paying their membership dues as mutually agreed upon by the initial subscribers to this instrument shall become an original member of this association. New members of the association may be added from time to time upon majority vote of the then existing membership and payment of dues as are properly required. Each member of this association and each member added hereinafter further agree to pay such additional amounts as may be needed from time to time to insure the success of the association. The Treasurer shall hold these funds in trust for the association and shall use the funds in the furtherance of the association at the direction of the Chairman. All expenditures of more than Fifty Dollars (\$50.00) shall be approved by the membership by a majority vote prior to the incurrence of the expense. The Treasurer holding the funds in trust shall account to the association from time to time and at the direction of the Chairman and shall be prepared to give a full, complete and accurate report at the direction of the Chairman or upon call for such report by more than three (3) members of the association.

IV.

It is agreed by all members that no pay or remuneration shall occur for personal services rendered the association by any member subscribing hereto except and unless such remuneration or pay is endorsed, ratified or directed by a majority vote of the members of the association at a regular or properly called special meeting.

V.

A Chairman and Treasurer being the immediate and first officers of the association shall be elected by majority vote of the initial membership and shall hold their position at the will and discretion of the membership. They may be removed at any time, for any reason, by a majority vote of the members at a regular meeting or at a properly called special meeting. In addition to Chairman and Treasurer the membership may and shall in its discretion elect such other officers as it may decide are necessary for the success of the association to include but not limited to, President, Vice President, Secretary and Treasurer. All officers shall be elected by a majority vote of the members present at a regular or a special meeting called for the purpose of electing officers. The officers shall serve for one (1) year from the time of their election unless otherwise determined by a proper vote of the membership.

VI.

It is agreed that regular meetings of the association may be established by the membership and that dues may be fixed by the majority members present at a regular or special meeting called for that purpose. It is mutually agreed that initial dues for the membership shall be \$_____ per year. It is especially provided that the membership may from time to time vote an additional assessment upon the membership to provide necessary funds to carry out the best interest of the members and the association. Any special assessment shall be voted by two-thirds (2/3) of the members present at a regular meeting or a special meeting called for the purpose of assessment

of any member to pay annual dues or special assessment within thirty (30) days of the date that the amount first becomes due shall cease to be a member at that time. Any member who loses his membership for nonpayment of dues may become a member at any future time upon vote of majority of the membership and payment of all dues and assessments in arrears.

VII.

Consideration for this Agreement shall be the dues paid by the individual members and the mutual benefits derived from the activities of the association.

VIII.

The purpose of this association is one of general welfare to the members of the association and the residents of the Carriage Hill Subdivision of Hamilton County, Tennessee. It is the desire and intent of the members of this association to do all things necessary to enhance the value of their property, the peace and tranquillity of the community and the safety and protection of its members, their families and properties. The intent of the association is to do such things collectively as individual property owners and citizens might do on their own toward the preservation, protection and promotion of property, personal and individual rights. Responsibilities of the association shall be, but not limited to, the following:

1. Preserve and beautify the subdivision area and areas contiguous with Carriage Hill Subdivision, Hamilton County, Tennessee.

2. Preserve real estate and property values for the Carriage Hill Subdivision area by such

acts and actions as are reasonably necessary.

3. Sponsor and promote other groups to assist in the general upkeep, preservation and protection of property values within the area.
4. Promote and provide maximum safety and security for the members of the association.
5. Cooperate with other groups to enhance the general neighborhood known as Carriage Hill Subdivision, Hamilton County, Tennessee.
6. Do all other things reasonable and necessary determined to be in the best interest of the members of the association.

IN TESTIMONY WHEREOF, The said parties have hereunto set their signatures on this the day and date first above written.

Autv Storch

Wm. E. F. Benson

Marville J. Mandield

Edward J. Benson

Wm. R. D. F. F. F. F.

William G. F. F.

E. P. F. F.

R. N. Hubbard

James A. Ferguson

John R. Boyl

Harry O. Stivers

ARTICLES OF ASSOCIATION

OF

CARRIAGE HILL PROPERTY OWNERS ASSOCIATION

AS REVISED OCTOBER 26TH, 1983

On September 1, 1969, eleven residents of Carriage Hill Subdivision, Hamilton County, Tennessee, joined together in Articles of Association and became known as the "Carriage Hill Property Owners Association." As the number of residents in the subdivision grew over the years, new members joined the Association until as of October 1, 1983, 90 families were current members in good standing.

At the request of the President of the Association, a committee reviewed the original Articles of Association and has recommended that the existing Articles be replaced by these revised Articles of Association. At the regular annual Fall meeting of the Association, held on October 26, 1983, these revised Articles of Association were adopted by the members of present in replacement of the original Articles.

-
1. NAME. The name of the Association shall be "CARRIAGE HILL PROPERTY OWNERS ASSOCIATION."
 2. PURPOSES AND OBJECTS OF THE ASSOCIATION. The real estate subdivision known as "Carriage Hill" is platted of record

in the Register's Office of Hamilton County, Tennessee, and is situated within the city limits of the town of Signal Mountain, Tennessee. The entire subdivision is subject to restrictions of record and is limited to single family dwellings. The purposes and objects of the Association shall include, but are not limited to the following:

(a) To promote safe, healthful and harmonious living within said subdivision and the general welfare of its residents.

(b) To promote and enhance the collective and individual property and civic interests of all residents of said subdivision.

(c) To care for and beautify, insofar as reasonably possible, the entrance way to the subdivision and other public areas or grass plots within the subdivision.

(d) To cooperate with the owners of all vacant and unimproved lots within the subdivision so as to encourage them to keep same in good order and condition, and to prevent them from becoming a nuisance and a detriment to the beauty of the subdivision, and to take any action with reference to such vacant and unimproved lots as may be necessary or desirable to keep them from becoming such a nuisance or detriment.

(e) To aid and cooperate with the members of this Association and all property owners in the subdivision in the

enforcement of such conditions, covenants and restrictions on and appurtenant to their property as are now in existence, or may hereafter come into existence.

(f) To arrange social and recreational functions for the members of the Association.

(g) To exercise any and all powers that may be delegated to the Association from time to time by the owners of real property in the subdivision.

(h) This Association shall not engage in political activity or pursue political purposes of any kind or character, provided, however, that nothing in the foregoing shall be deemed to restrict the Association from appearing before any governmental body through its duly authorized representatives when such governmental body is considering action or needs to consider action which will affect the subdivision and/or the members of the Association.

3. MEMBERSHIP. Every person holding a beneficial ownership interest in an improved or unimproved lot in the subdivision is eligible for membership in the Association and shall become a member by payment of the then annual membership dues (presently \$15.00 per year per individual or family owning property in the subdivision). Membership in this Association shall terminate upon such member's ceasing to be a beneficial owner in

the subdivision. Membership shall also be suspended during such time as such beneficial owner shall have failed to pay dues to the Association within sixty (60) days after the assessment of same as hereinafter specified in Paragraph 9.

4. VOTING RIGHTS. Each beneficial owner described in Paragraph 3 hereinbefore who is in good standing shall be entitled to vote on each matter submitted to a vote of the members of the Association. In the case of a husband and wife having a joint such beneficial interest, each shall be entitled to vote.

5. MEETINGS OF MEMBERS. The following provisions shall govern meetings of members of the Association:

(a) Annual Meeting. An annual meeting of the members of the Association shall be held at such time during the month of October as the president shall select.

(b) Special Meeting. A special meeting of the Association may be called within five (5) days by the president, either upon his own motion, or if requested by not less than five (5) of the members of the Association in good standing.

(c) Notice of Meeting. Written notice stating the place, day and hour of any meeting of the membership shall be delivered either personally or by mail to each member entitled to vote at such meeting not less than five (5) days before the date of such meeting.

(d) Quorum. At least 1/4 of the then active members must be present at a meeting to constitute a quorum. If a quorum is present, then a majority vote of those members constituting a quorum shall be controlling on all decisions affecting the Association. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

5. OFFICERS. The officers of this Association shall be a president, vice-president, secretary, and a treasurer. They shall be elected at the annual meeting of the Association and shall serve for a period of one year or until their successors are elected. Their duties respectively shall include the following:

(a) President. The president shall preside at all meetings of the Association at which he is present, shall exercise general supervision of the affairs and activities of the Association, and shall serve as a member ex officio of any appointed committee.

(b) Vice-President. The vice-president shall assume the duties of the president during his absence.

(c) Secretary. The secretary shall keep the minutes of all the meetings of the Association and shall be custodian of the Association records. The secretary shall give notice to the mem-

such remuneration or pay is endorsed, ratified or directed by a majority vote of the members of the Association at a regular or properly called special meeting at which a quorum is present.

CARRIAGE HILL PROPERTY OWNERS ASSOCIATION

AS REVISED OCTOBER 26TH, 1983

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(d) To cooperate with the owners of all vacant and unimproved lots within the subdivision so as to encourage them to keep same in good order and condition, and to prevent them from becoming a nuisance and a detriment to the beauty of the subdivision, and to take any action with reference to such vacant and unimproved lots as may be necessary or desirable to keep them from becoming such a nuisance or detriment.

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(b) Special Meeting. A special meeting of the Association may be called within five (5) days by the president, either upon his own motion, or if requested by not less than five (5) of the members of the Association in good standing.

(c) Notice of Meeting. Written notice stating the place, day and hour of any meeting of the membership shall be delivered either personally or by mail to each member entitled to vote at such meeting not less than five (5) days before the date of such meeting.

(d) Quorum. At least 1/4 of the then active members must be present at a meeting to constitute a quorum. If a quorum is present, then a majority vote of those members constituting a quorum shall be controlling on all decisions affecting the Association. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

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(b) Vice-President. The vice-president shall assume the duties of the president during his absence.

(c) Secretary. The secretary shall keep the minutes of all the meetings of the Association and shall be custodian of the Association records. The secretary shall give notice to the mem-

The secretary in cooperation with the treasurer shall keep an up to-date list of all members in good standing as evidenced by their timely payment of dues.

(d) Treasurer. The treasurer shall receive all Association funds, keep them in a bank approved by the officers and pay out funds only on checks signed by himself, or in case he is unavailable, by the president. The treasurer shall hold the Association funds in trust for its benefit and shall use same only in furtherance of the Association. The treasurer shall account to the Association in a written report from time to time, and no less than annually, at the direction of the president, or upon the written request of any five members.

6. VACANCIES. A vacancy in any office for any reason may be filled by the unanimous vote of the three remaining then officers of the Association until the next called annual or special meeting of the Association. Any officer can be removed at any time, for any reason, by a majority vote of the members present at any regular or special meeting of the association at which a quorum is present.

7. EXECUTIVE COMMITTEE. The four officers of the Association, along with the immediate past president, shall constitute its Executive Committee and shall be empowered to

carry out its routine affairs between meetings of the Association, pursuant to such guidelines and directives as may be furnished from time to time by the Association.

8. SPECIAL COMMITTEES. The president, with the advice and consent of a majority of the other members of the executive committee shall be empowered to appoint such committees from time to time from among the membership of the Association as may be useful in accomplishing any of the objectives of the Association.

9. FEES, DUES AND ASSESSMENTS. The annual dues and any special assessments for the benefit of the Association shall be determined from time to time at the annual or any special meeting of the Association by majority vote provided a quorum is present. The current annual dues are \$15.00 per year per family or individual owning one or more lots in the subdivision. There are presently no special assessments.

10. FISCAL YEAR. The fiscal year of the Association shall be the period from the annual meeting in October of each year until the next annual meeting the following October. In no case shall this fiscal year extend beyond December 31 of the following year.

11. MISCELLANEOUS. It is agreed by all members of the Association that no pay or remuneration shall occur for personal services rendered the Association by any member except and unless

such remuneration or pay is endorsed, ratified or directed by a majority vote of the members of the Association at a regular or properly called special meeting at which a quorum is present.