

interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet from the rear lot line. For the purposes of this covenant; eaves, steps and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. Temporary Structures. No structure of a temporary character; trailer, basement, tent, shack, garage, barn, utility building, dog house or other out-building shall be constructed on any lot at any time as a residence or any other use either temporarily or permanently.

9. Oil and Mining Operations. No oil drilling, oil development operations, or refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

10. Signs. No sign of any kind shall be displayed to the public view on any lot with the following exceptions: One sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. Satellite Dishes. Only satellite dishes of two (2) feet in diameter, or less, are permitted. Satellite dishes will not be on front porch of house unless concealed from view of users of any public right of way and also concealed by hedges, lattice work, or screenings acceptable to the Developer or its duly unauthorized representative so as to be effectively concealed from view of adjacent lot owners. Normal television antennas connected to a residential dwelling shall not be deemed to violate this restriction.

12. Clotheslines. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, or screening acceptable to the Developer or its duly authorized representative.

13. Athletic Equipment. Athletic equipment, such as, but not limited to basketball backboards, shall not be permitted in any front yard.

14. Vegetable Gardens. There shall be no vegetable gardening carried on at any lot within view of users of the public right of way.

15. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

16. Garbage and Refuse Disposal. All refuse shall be collected in suitable containers which shall be stored, except for days of garbage collections, in areas out of view of users of any public right of way.

17. Water Supply. Water obtained from Eastside Utility District only. No private wells allowed.

18. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities with approval after completion.

19. Fencing. No fence may be allowed on any said lots until residences shall have been erected and sold on a minimum of seventy-five (75) per cent of the lots. No fence shall be located closer than fifty-five

(55) feet to the front property line on all lots not on corners. Same shall apply to corner lots with exception that no fence shall extend beyond rear corner of dwelling on side nearest street and no closer than twenty-five (25) feet to the side property line nearest street. No fence which is observable from the public rights of way may be erected or allowed unless same is a living fence or made of wood, and shall not be permitted to exceed six (6) feet in height above the ground from which it derives its support and from which it shall be measured.

20. Sight Distance At Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 line connecting them at points twenty-five (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 lines extended.

21. Abandoned Automobiles. There shall be no abandoned automobiles or vehicles kept by any owner or occupant on any lot in the subdivision nor in the streets located in the subdivision. Abandoned automobiles and vehicles defined as: Any currently unlicensed by the State of Tennessee, window glass broken or not intact, body in a damaged condition or in an inoperable condition. Violation may result in automobile or vehicle being removed at owner's expense.

22. Heavy Equipment. At no time shall there be any heavy equipment, equipment trailers, excavating equipment (other than for construction purposes in subdivision) allowed on any lot in the subdivision, nor on the streets located in the subdivision. No vehicle having more than two axles shall come upon or be stored at any lot, except for the purposes of delivery by commercial enterprise not affiliated in any way with the lot owner.

23. Alter Lots. 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 re-subdivided by any other owner thereof but shall remain as shown on the recorded plat except that two (2) 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.

24. Architectural Control Committee.

a. Membership. The architectural control committee is composed of Anthony A. Williams, Peggy Little and Kimberly Maddox. Any member 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 member 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. When all lots are built on and houses are sold by Developers; property owners may assume charge of the Architectural Control Committee.

b. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. Appropriate drawings and specifications must be submitted at office of Developer. Thirty (30) days are to be allowed for approval or otherwise.

25. Application Cumulative in Nature. The covenants and restrictions in this document shall be deemed cumulative in nature as to any other document, law, zoning ordinance or other instrument having the force of law and binding the owners of any lot to any other covenant or restriction on the use of any lot.

To the extent any other document, law, zoning ordinance or other instrument shall be inconsistent with these covenants and restrictions, the more restrictive provision shall prevail.


26. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded.


27. Enforcement. If any owner at any time violates or attempts to violate any of the covenants or restrictions as herein provided, the Developer or any other owner may bring proceedings at law or in equity against the owner violating or attempting to violate to prevent such owner from so doing and the Developer or other owner may recover damages incidental to such violations, including Developer's or such owner's reasonable court cost and attorneys' fees in prosecuting suit. Developer reserves the right and privilege of waiving minor violations of the Restrictive Covenants. When all lots are built on and sold, Homeowners may appoint an Architectural Control Committee or other owners to enforce covenants.

28. Severability. Invalidation of anyone of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, ASSOCIATED INVESTORS, INC., a Tennessee Corporation, has caused these presents to be executed by ANTHONY A. WILLIAMS and PRESTON MADDOX its President and Vice President, respectively, and its corporate seal hereto affixed to be effective as of this 11th day of March, 2003.

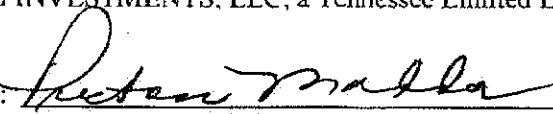
ASSOCIATED INVESTORS, INC., a Tennessee Corporation

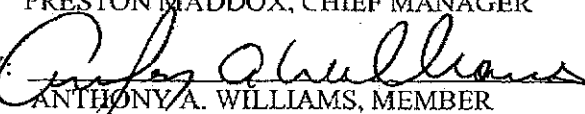
BY: 
PRESTON MADDOX, President

BY: 
ANTHONY A. WILLIAMS, Vice President

IN WITNESS WHEREOF, HG INVESTMENTS, LLC, a Tennessee Limited Liability Company, owner of Lots 22, hereby joins in the execution of these Restrictions and hereby consents to the existence of the same, and has caused these presents to be executed by PRESTON MADDOX, ANTHONY A. WILLIAMS AND KIMBERLY MADDOX, its CHIEF MANAGER AND MEMBERS, respectively, and its corporate seal hereto affixed to be effective as of this 11th day of March, 2003.

HG INVESTMENTS, LLC, a Tennessee Limited Liability Company

By: 
PRESTON MADDOX, CHIEF MANAGER

BY: 
ANTHONY A. WILLIAMS, MEMBER

BY: Kimberly Maddox
KIMBERLY MADDOX, MEMBER

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 11th day of March, 2003, before me personally appeared PRESTON MADDOX and ANTHONY A. WILLIAMS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged themselves to be the President and Vice President, respectively, of ASSOCIATED INVESTORS, INC., a Tennessee Corporation, the within named bargainor, and that as such President and Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the ASSOCIATED INVESTORS, INC., a Tennessee Corporation, by themselves as such President and Vice President.

Witness my hand and Notarial Seal.

Peggie Little
NOTARY PUBLIC

My Commission Expires: April 25, 2005



STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 11th day of March, 2003, before me personally appeared PRESTON MADDOX, ANTHONY A. WILLIAMS AND KIMBERLY MADDOX, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon their oaths acknowledged themselves to be the CHIEF MANAGER AND MEMBERS of HG Investments, LLC, a Tennessee Limited Liability Company, the within named bargainor, and that PRESTON MADDOX, as Chief Manager, ANTHONY A. WILLIAMS, as Member, and KIMBERLY MADDOX, as Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such CHIEF MANAGER AND MEMBERS.

Witness my hand and official seal.

Peggie Little
NOTARY PUBLIC

Commission expires: April 25, 2005



h-restrictions/williams.harvest gate

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING
RETURN TO
General Realty Inc.
109D-Jordan Drive
Chattanooga Tn 37416