

Prepared by:
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100 Dome Building
736 Georgia Avenue
Chattanooga, TN 37402

BOOK 3474 PAGE 686

ARBOR CREEK SUBDIVISION
RESTRICTIVE COVENANTS

The undersigned Developer is the owner of a tract of land in Hamilton County, subdivided as Arbor Creek Subdivision as shown on plat recorded in Plat Book 43, Page 61, Register's Office of Hamilton County, Tennessee.

Developer does hereby impose and charge upon all of the Lots in said Arbor Creek Subdivision for the period set forth hereafter, the following special covenants and conditions which shall run with the land for the use and benefit of the present and future owners of the lots.

File Lawyers

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 initial Architectural Committee shall be composed of not less than three members appointed by Developer. The Committee may select others to serve as members of the Committee and shall provide for its own succession. It is the intention of Developer that, after all Lots have been conveyed by Developer, this Architectural Committee may be succeeded by a Homeowners' Association which shall have all the duties, rights and privileges of the Architectural Committee, including but not limited to those specifically granted in these covenants and conditions.

2. Prior Approval of Plans. No building, fence, 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. However, if the Committee 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 approval. The Committee shall have the right to reject or disapprove any plans which do not comply with these covenants or which are inconsistent with the architectural standards of the subdivision.

3. Overall Planning. The Architectural Committee shall have the right to disapprove any plans, specifications or locations which, in the opinion of a majority of its members are not suitable or desirable for aesthetic or other reasons. In reviewing the plans, specifications and locations, the Committee shall have the right to require as many as four elevation drawings to scale together with topographic information, 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 Committee may also consider the total investment contemplated, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the view from adjacent or neighboring properties.

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

(1) A private dwelling house having a minimum living area of not less than 2100 square feet exclusive of porches, breezeways, garages, carports, and similar areas. Only one single-family residence shall be erected on each Lot. It shall be permissible to use one or more Lots, or parts of Lots, to form a single Lot. However, this shall not result in creating any additional Lots. Any such replatting or resubdivision must conform to zoning laws and regulations in effect thereon. Each dwelling house must be designed for occupancy by a single family. Not more than one private dwelling house shall be erected or maintained on 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.

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

(b) The main dwelling must be constructed before the erection of any secondary buildings and no temporary structure shall be used on any Lot at any time as a residence, either temporarily or permanently.

(c) The minimum set-back line of each dwelling from 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, and similar attachments. The Architectural Committee may reduce the set-back from the front street to less than 35 feet, but such consent must be recorded in the Register's Office of Hamilton County, Tennessee.

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

(e) All driveways must be paved with concrete unless some other surface is approved in advance in writing by the Architectural Committee. The drive on any Lot must be not less than one (1) foot from the lot line or not less than five (5) feet from the edge of the drive on the adjoining lot, whichever is greater.

(f) The majority of the trees may not be removed from any Lot except in the area of the Lot on which the house and driveways are to be constructed. Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors.

(g) Any damage done to street, sidewalk or curbing by the owner of any Lot or by a contractor employed to build improvements on any Lot will be repaired immediately at the expense of the owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the owner or contractor during the time of construction.

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

(i) No satellite dishes or other such structure shall be allowed on any Lot.

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

(k) Air conditioning and heating units shall be architecturally screened or landscaped so as not to be visible from any street.

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

(m) 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 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 exterior lines of the combined Lots.

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

(o) In order that this subdivision will have sidewalks, Developer will construct a sidewalk along each Lot. In the event that Developer fails to construct such sidewalks the Architectural Committee may construct such sidewalks. The cost of such work will be assessed to and paid by each Lot owner on a prorata basis based on the street frontage or frontages of each Lot.

(p) All mailboxes must be of a material and design approved by the Architectural Committee.

5. Completion of Improvements. No structure on any lot shall be occupied until a dwelling house and seasonal landscaping conforming fully to the provisions of this instrument shall have been erected and fully completed thereon. Once the footings of any building are poured, construction must progress continuously (with allowance for weather conditions, labor conditions and availability of materials) until the building or buildings are fully completed. The exterior (including landscaping) must be completed within twelve (12) months after commencement of construction. The owner of any Lot violating this provision shall be liable to Developer for liquidated damages at the rate of One Hundred & no/100 (\$100.00) Dollars per day until said exterior and all seasonal landscaping is completed and to payment of such court costs and attorney's fees as may be incurred in the enforcement of this provision.

6. 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. 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 are to the rear of the residence and do not include the raising of crops intended for marketing or sale to others.

7. Easements. Developer reserves for itself, its successors and assigns, permanent easements under, along and over any easement areas shown on the plat for the installation and maintenance of utility lines and facilities. Surface drainage on all Lots shall be controlled so as to avoid damage to the adjoining Lots.

8. Sanitation. Before any residence shall be occupied, the residence shall be connected to a public sewer.

9. 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.

10. Right to Enforce. The provisions herein contained shall inure to the benefit of and be enforceable by: (a) Developer and its successors or assigns; (b) the grantees in deeds conveying Lots in the subdivision, their respective heirs, executors, administrators or assigns; (c) any subsequent owner of any Lots in said subdivision; or (d) the Architectural Committee or its duly authorized representative. The 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.

11. Community Subdivision Sign. There shall be a community subdivision sign as set out on the plat of Arbor Creek Subdivision. Each Lot may be assessed a yearly maintenance fee for the upkeep of the community parcel and sign as determined by the Architectural Committee. A perpetual easement is retained for the maintenance of the subdivision sign.

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

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

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

15. 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 for a term of twenty (20) years from the date of this instrument. Prior to such expiration and any extension thereof, the owners of not less than twenty (20) Lots shall have the right to amend these restrictions to extend the expiration date in increments of ten (10) years for a total extension period of not more than forty (40) years.

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

17. Enforcement. Developer or the Architectural Committee are hereby jointly and severally authorized to place a lien upon a Lot for the costs of enforcing the covenants and restrictions of this instrument. The lien may be for the amount sufficient to cover the costs, including legal expenses, of enforcing these restrictions. All such liens shall be subject and subordinate to any deed of trust encumbering any Lot or Lots.

SOUTHERN LAND COMPANY, INC.

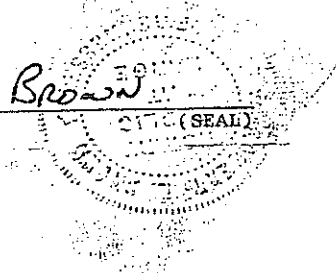
By: *Timothy W. Downey*
President

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Timothy W. Downey, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of Southern Land Company, Inc. the within named bargainor, a corporation, and that he, as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand, at office, this 14th day of April 1988.

Robert L. Brown
Notary Public



Date of Expiration of Commission:
8-12-89

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IDENTIFICATION
REFERENCE

APR 21 9 31 AM '88

SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

04/21/88 74-MISC

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