

VARNER REALTY
1474 OLD DAVENPORT FIRM
AT BALEWELL
DALE CREEK, TN. 37121

RESTRICTIVE COVENANTS

REGATTA POINT VICINAGE

W A C S Development Company, a Tennessee general partnership, being the owner in fee simple absolute of that certain parcel of real property duly platted and recorded as Regatta Point Vicinage Subdivision in Hamilton County, Tennessee, in Book _____, Page _____, in the Register's Office of Hamilton County, Tennessee, in order to insure the value and aesthetic quality to all purchasers and future owners of property in the subdivision, herewith promulgates the following declarations of limitations, use and restrictions to the lots of the subdivision as covenants to run with the land and to provide a general design for the development and improvement of Regatta Point Vicinage for the benefit and to be binding upon all purchasers of subdivision property, their heirs, executors, administrators and assigns for a period of forty (40) years from the date of recording of this instrument.

RESTRICTIONS

1. The lots as now platted known as Regatta Point Vicinage shall be used for private, single family residential purposes only, and no structures of any type shall be erected or maintained in the subdivision other than detached, single family dwellings, with garages which must be attached to the dwelling.
2. In the erection and construction of dwelling houses and improvements on said lots, there shall be no exposed concrete blocks, ~~nor shall there be any asbestos siding used.~~ Cedar wood or similar quality material must be used on sides and rear of houses, and the front elevation on all dwellings shall consist of at least one-half stone, brick, or masonry (other than concrete block) facing. On corner lots, it is required that there shall be at least one-half stone, brick or masonry (excluding concrete block) facing used on both sides of the dwelling where it fronts upon the streets.
3. The minimum square foot living area of each dwelling (exclusive of porches, breezeways, terraces, garages, etc.), shall be 1,600 square feet, of which a minimum of 1,200 square feet must be on the main floor.
4. No dwelling or other structures shall be located nearer than twenty-five (25') feet to the street on which it faces (except for lots 49, 50, 51, 52, 53, and 54 which shall not be located nearer than fifteen (15') feet to the street on which they face) nor nearer than ten (10') feet to any side lot or property line, nor nearer than twenty (20') feet to any side street line, exclusive of open porches, stoops, terraces or similar items.
5. The contours, slope, grade and elevation of the lots shall not be altered or changed in any significant manner. Minor changes to accommodate a residence or drive shall, if prior approval of the Board (as hereinafter defined) is first obtain, be allowed, provided same does not obstruct the view, accessibility or run-off of surface water to other lots.
6. No fence which is observable from the public rights of way may be erected or maintained unless same is a

living fence or made of wood, and, in either event, shall not be permitted to exceed four (4') feet in height above the ground from which it derives its support and from which it shall be measured.

7. Any curbs or streets damaged by construction or access to lots must be replaced and repaired by the owners of said lots to conform to the improvement prior to such damage.

8. It shall be permissible to use one or more lots or parts of several lots as a single building unit, providing the width and square foot area thereof shall conform to zoning ordinances and regulations in effect; that such resubdivision shall be acceptable to the zoning authorities; and provided further, that in no event shall the lot so formed or the lots from which parts are taken be less than the lot size originally platted. Should resubdivision occur, the requirements of paragraph "4" above shall apply to such newly defined lot.

9. No business, professional or non-professional, commercial and/or manufacturing enterprise of any kind or nature shall be maintained on, about or in connection with the property lots.

10. No exhibition, fair, festival, show or other activity that attracts or is intended to attract, divert or collect a large number of people shall be conducted or allowed on any lot in the subdivision.

11. No mobile homes, trailers or temporary structures of any kind shall be erected or maintained on the premises; nor shall such items, or tents, garages, basements, or any incomplete structure or enclosure be used for residential purposes; and, the garage of any dwelling shall be constructed simultaneously with the erection of the main dwelling. All residences shall be completed within twelve (12) months after commencement of construction.

12. Only the usual domestic pets may be kept and no horses, cattle, swine, goats, poultry, fowl or other similar farm animals shall be permitted on any lot of the Unit.

13. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, or screening acceptable to the Board (described hereafter).

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

15. No signs, billboards or advertising devices of any kind shall be placed, displayed or installed on any lot or an improvement thereon.

16. There shall be no offensive gardening carried on at any time within view from users of the public rights of way.

17. All refuse shall be collected in suitable containers which shall be stored, except for days of garbage collection, in areas out of view from users of any public right of way.

18. As an exception to paragraph "11" above, lot owners will be allowed to store on their individual sites, but out of view from users of any public rights of way, mobile campers and boats upon mobile trailers which are owned by and used by the landowner for recreational purposes only. In no

event may such camper or boat be employed to house persons whether temporarily or permanently.

19. No vehicles having more than two axles shall come upon or be stored at any lot, except for the purposes of delivery by a commercial enterprise not affiliated in any way with the lot owners.

20. Before any dwelling on the lots shall be occupied, a septic tank, or a sewage disposal, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed, all sewage from the premises shall be turned into such sewage disposal facility, and, the same shall be continuously maintained in the proper state of sanitation. The effluent from such septic tank or sewage disposal shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain unless first it has been passed through an absorption field approved by the public health authority; provided that upon an approved sanitary system of sewers being installed for the use of the community on which the lots are located and proper connection of said lots made therewith, then in such event said private sewage disposal or septic tank shall be abandoned. The location of septic tanks on lots 50 through 54 must be approved by the Hamilton County Health Department.

21. In order to promote the public health and sanitation as well as to protect the recreation, wild life, water supply and public uses of the adjacent bodies of water to the subdivision, no lot owner will use his property for any purpose or permit its condition to become such as to pollute any free water, whether surface run-off or otherwise, by refuse, sewage or other material that might tend to pollute the waters.

22. Any bathhouse built expressly in conjunction with a private swimming pool or boat dock located on any lot of the subdivision shall not be included under the prohibition stated in paragraphs "1" and "2" above (thus, a bathhouse will not have to be constructed or attached to the dwelling). However, such structure shall not be included within the term "living area" of paragraph "3" above, but shall be included within the requirement in paragraph "11" that all structures be completed within twelve (12) months after the commencement of construction if the pool or boat dock is built prior to the building of the dwelling. No underground pools shall be allowed on lots 50 through 53.

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

24. All of the lots in the 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). In the event that an owner of a lot in the subdivision fails of his own volition to maintain his lot in a neat and orderly condition, the Board (described hereafter) or its duly appointed agent, may enter upon such lot without liability and proceed to put said lot into an orderly condition, billing the cost of such work to the owner.

25. For the purpose of further insuring the development of the lands so platted as an area of high standards, the lot owners specifically agree to provide a set.

of plans to the Board (described hereafter) prior to any construction beginning on the lots in this subdivision. The prior approval of the plans pertains to the bathhouses and decks as well as to the main dwelling. The owner reserves the power in the Board (hereafter defined) to control the buildings, structures, and other improvements placed on each lot, as well as to make such exceptions to these restrictive covenants as the Board, hereinafter designated, shall deem necessary and proper.

Whether or not the provisions therefor is specifically stated in any conveyance of a lot made by the original owner, the future owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the Board hereinafter provided. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by such Board may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Board shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If the Board shall fail to approve or disapprove the plans and specifications within thirty (30) days after written request therefor, then such approval shall not be required, provided that no building or other structure shall be erected which violates any of the covenants herein contained.

The Board shall consist of three (3) persons, all three of whom shall initially be designated by the present owner of the property who shall serve for a term of ~~three (3)~~ years unless they elect to resign their position on the Board prior to that time at which time (and at anytime when a vacancy becomes available on the Board) the property owners of the lots in the subdivision may vote for members of the Board to fill the vacancies with each lot owner having one (1) vote for each lot which he owns. The Board shall have such rights as expressed in or by fair implication are necessary to carry out the intent and purposes of this instrument, and which shall include, but not be limited to injunctive action in equity should the requisite approval not be obtained and construction or alteration attempted by any lot owner. The Board shall act by majority vote. The Board will continue during the entire term of these Restrictive Covenants, being for a period of forty (40) years from the date of recording of this instrument.

26. The Restrictive Covenants contained herein are universal and reciprocal among all lot owners of the subdivision and minor variations permitted by the Board are not to create an inequitable burden or benefit. Such permitted variations shall be given by the Board in form for recording and the burden of recording shall be upon the person seeking such variation.

It is the intention by these restrictions to mutually benefit all purchasers and future owners from the current owner and to give to each grantee of property in the subdivision known as Regatta Point Vicinage the right to enforce any restrictions of record as to any of the lots of the subdivision. Such right of enforcement of each grantee shall be subject to the variations permitted or other legal actions taken by the Board.

As to enforcement, after ten (10) days written notice of any claimed violation to the offending lot owner by certified or registered mail, return receipt requested, any grantee or the Board, as the case may be who gave notice, shall be entitled to injunctive relief which shall be cumulative and not in lieu of any other available remedios at law or in equity which may be pursued concurrently or consecutively.

It is the expressed intention of the present owner that these Restrictive Covenants be deemed an appurtenance to each lot of the subdivision to run with the land and be binding upon the heirs, executors, administrators, successors and assigns of all grantees taking title to any lot of the subdivision.

27. Any failure to enforce upon the breach of any covenant shall not be deemed a waiver or estoppel to enforce such future breaches and a continuing failure to observe such covenant shall be deemed a new breach on each calendar day it continues regardless of the fact no new act or occurrence has been taken by defaulter, but simply by the continuing event of breach which is contrary to the Restrictive Covenants.

28. Any Restrictive Covenant found non-enforceable or invalid by any court or other tribunal having jurisdiction thereof shall not affect the validity or enforceability of the other restrictions, all of which for such purpose shall be deemed severable and independent.

29. In any proceeding brought by the Board or a grantee to enforce the Restrictive Covenants set out above, or the lien created thereby, said plaintiff shall be entitled, in addition to injunctive relief and damages, to the costs and expenses of such action or proceeding, including a reasonable attorney's fee, should the court grant the relief sought in such action or proceeding.

IN WITNESS WHEREOF, W A C S Development Company, has caused this instrument to be executed by its partners, on this ____ day of _____, 1985.

W A C S DEVELOPMENT COMPANY

By _____
Gary L. Alverson, Partner

By _____
Charles A. Cronon, Partner

By _____
Charles G. Smith, Partner

By _____
Frank W. Smith, Partner



