

RESTRICTIVE COVENANTS  
FOR  
AUTUMN RAIN SUBDIVISION

GWC, LLC (hereinafter referred to as "DEVELOPER"), declaring that it is the lawful owner in fee simple of all lots in "Subdivision" as shown by plat of record in Plat Book 71, Page 145, in the Register's Office of Hamilton County, Tennessee, desiring to promote the development thereof as a residential subdivision and for the protection of it, it's successors in ownership, trust or assigns and the protection of future owners of any one or more said lots, does hereby impose upon all of said lots, the following restrictive covenants, which shall run with the land for a period of thirty years, to wit:

- (1) That lots are for residential purposes only, although Developer shall have the right for future development.
- (2) That only single, one family dwellings or attached buildings ordinarily appertaining to dwelling houses shall be erected, maintained, or used by the grantees, their heirs or assigns, or anyone deriving title or rights from or through them.
- (3) That no part of any lot shall be used for residential purposes until first a completed dwelling house, conforming fully to the provisions of this instrument shall have been erected thereon, the intent of this Paragraph "3" being to prevent the use thereon, of a garage, incomplete structure, trailer, tent or other structure as living quarters before or after the erection of a permanent dwelling. A trailer shall not under any circumstances be considered as a permanent dwelling, and no trailer type of residence shall at any time be placed or maintained on the premises.
- (4) Developer reserves the right to approve or disapprove all house plans and plot plans; structural details, exterior cosmetic details and fence types as to style, material and color.
- (5) Boats and campers shall be parked in the rear.
- (6) All driveways must be of concrete.
- (7) New construction must be completed within eight (8) months. No dwelling may be occupied until completion.
- (8) That within said time period, any dwelling of the following classification erected upon all lots must meet the square foot livable floor area as set forth as to that respective classification. The ranch style dwelling without basement shall contain at least 1100 square feet of livable floor area. Any split level, split foyer, 1 1/2 story, or 2 story dwelling must contain at least 800 square feet of livable floor space on main level. All of the above mentioned livable area is exclusive of open porches, garages, carports, and basements, and the total square foot area must exceed or equal the square feet mentioned in each of the above classifications as to that particular type dwelling.
- (9) That no building shall be located on any one of the said residential building plats nearer than twenty-five (25) feet to the front line of the street bounding same, or nearer than ten (10) feet to any side line or alley or nearer than twenty (20) feet to any side street line. For the purposes of this Covenant, stoops and open porches shall not be considered as a part of the building.
- (10) All fences "MUST" be approved by the Developer.

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 Hamilton County Tennessee

Prepared By: F. to:  
 Northgate Bible Exam  
 110 Northgate Commercial Center  
 Chattanooga TN 37415  
 28346  
 3577

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- (11) That no more than one dwelling shall be erected on any one of said lots, and any building on the premises shall be finished on the front, sides and back with brick or stone or stucco.
- (12) No roof on any house shall be pitched less than 6/12.
- (13) If practical, all front windows on residences shall have shutters, No 12 inch masonite siding. All vinyl windows permitted.
- (14) Developer and Health Department must approve all detached garages, outbuildings, or servants quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus, a bathhouse will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as set forth in Paragraph "8". No pre-manufactured carports.
- (15) All of said lots in said subdivision must from the date of purchase be maintained by the owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and other debris being removed when needed), In the event an owner of a lot in said subdivision fails of his own volition to maintain his lot in a neat and orderly conditions, developer or his duly appointed agent, may enter upon such lot with liability, and proceed to put said lot into an orderly conation, billing the cost of such work to the owners.
- (16) That no one of said residential lots shall be resubdivided without the prior written, recorded consent of the developer.
- (17) That no fowls, horses, mules, burrows, cattle, sheep, goats, swine or any other like animals shall be allowed upon any portion of the premises.
- (18) That for the purpose of property improvement, as long as it retains record ownership in any lot in the subdivision, GWC, LLC reserves the right to grant waivers from these restrictive covenants. Said waiver must be in writing and recorded in the Register's Office of Hamilton County, Tennessee. Any waiver executed by him would be conclusive proof that the waiver would not materially effect the purpose sought thereby by the Developer. Other owners of lots in the subdivision shall not be entitled to bring suit to enforce the compliance of the original restrictions, where a waiver has been given by the Developer unless it is a violation of the owner entitled to damages from the Developer for any waivers granted by it.
- (19) No commercial, 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.

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

Each and everyone of the aforesaid covenants, conditions and reservations shall attach to and run with each and every one of the said lots of land and all titles to, and estates therein, shall be subject thereto the conditions in Paragraphs 1-26 herein, and the same shall be binding upon each and every owner and occupant of the same for a period of thirty (30) years from

the date hereof. It shall be lawful for ~~George F. Wright~~ or other person or persons owning a lot or lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions and or modified by George F. Wright, and either to prevent him or them from doing so or to recover damages or other dues for such violation, and court costs and reasonable attorney's fees shall constitute liquidated damages.

GWC, LLC do hereby join in this instrument for the purposes of placing said restrictions against AUTUMN RAIN SUBDIVISION, Phase 1 of which I am currently the owner/developer.

WITNESS my hand this 30th day of April, 2003.

*[Handwritten Signature]*  
GEORGE WRIGHT

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named George Wright, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), to be the person described in and who executed the within instrument for the purposes therein contained.

Witness our hand and official seal at CHATTANOOGA, TENNESSEE, this 30th day of April, 2003.

My Commission Expires: 11/29/05

*[Handwritten Signature]*  
Notary Public (Seal)

