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RETURN TO  
PIONEER TITLE AGENCY, INC.  
315 GEORGIA AVENUE  
CHATTANOOGA, TN 37408

PTA106484

RESTRICTIVE COVENANTS FOR  
HUNTERS HOLLOW SUBDIVISION  
LOTS 1 - 35

*[Handwritten signatures and initials]*

Prepared by: J. Lamar Howard & Bryan D. Freytag - 2393 Crescent Club Drive - Hixson, TN 37343

DL Developers, LLC (herein "Developers"), hereby declaring they are the lawful owners in fee simple of all lots of Hunters Hollow (herein "Subdivision"), as shown on plat of record in Plat Book 79, page 40, in Register's Office of Hamilton County, Tennessee, desiring to promote the development thereof as a residential subdivision, and for the protection of it, its successors in trust or assigns, and the protection of future owners of any or more said lots, does hereby impose upon of all said lots, the following restrictive covenants which shall run with the land of a period of thirty (30) years, to-wit:

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1. Prior Approval of Plans. No building, boundary, fence or wall, or other structure shall be commenced, erected, placed or altered on said land until the plans and specifications showing the nature, kind, shape, dimensions, material, exterior color scheme, and location of such structure shall have been submitted for approval in writing by Developers; provided, however, that if the Developers 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 the Developers. The Developers shall have the right to reject, or not approve any plans, regardless of such plans meeting the specifications set forth herein, so long as such rejection or non-approval is not arbitrary or capricious. Developers are to be provided with two sets of plans, one of which will be retained by Developers.
2. Overall Planning. The Developers shall have the right to disapprove any plans, specifications or locations which, in their opinion, are not suitable or desirable for aesthetic or other reasons; and in so passing upon such plans, specifications and locations, he shall have the right to require, at owner's expense, elevation drawings to scale together with topographic recording at the site related to the road on which the lot 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.
3. Restrictions. All of the lots shall be used in accordance with the following restrictions:
  - (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 a private dwelling house having minimum living area of not less than sixteen hundred (1,600) for a one story and not less than eighteen hundred (1,800) square feet for a two story dwelling. The calculation of square footage shall be exclusive of basements, porches, breezeways, garages, carports and similar areas.
  - (b) Only single, one family dwellings or attached building 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, however, the Developers retain the right to use lots for other residential purposes.
  - (c) 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 intents of this Paragraph "3c" 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, with the exception of a sales and/or construction trailer for the exclusive use of the Developers during a period in which the subdivision is considered active with respect to construction and the sale of new homes.
  - (d) No building shall be located on any one of the said residential building plots nearer than 25 feet to the front line of the street bounding same, or nearer than 10 feet to any side line

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- or alley nearer than 20 feet to any side street line. For the purposes of this Covenant, stoops and open porches shall not be considered as part of the building.
- (e) No more than one dwelling shall be erected on any one of said lots, and any building foundation on the premises shall be finished on the front and sides with brick or stone. There shall be no exposed concrete blocks, and stucco finish shall be permitted only on the rear elevation of a residence.
- (f) No trailer, mobile home, junked, unused or inoperable vehicles, tent, shack, or other similar structure shall be used as a residence, temporarily or permanently. No travel home, trailers, boat or other recreation vehicle may be stored or parked on any lot or street in the subdivision except, if approved by the Developers 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 and adjoining lots. No trailer trucks or commercial vehicles shall be parked or kept on any of the streets or on any lot. No vehicles of any sort may be parked overnight on the streets.
- (g) 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 professions, 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 the owners of the lots may keep household pets contained on their own property.
- (h) 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 for marketing or sale to others.
- (i) No sign of any kind shall be displayed to the public view on any lot except a professionally lettered sign of not more than sixteen (16) square feet advertising the property for sale, or any signs used by the Developers to advertise the property during the construction or sales period. All other signs must conform to the specifications of the Developers.
- (j) All mailboxes must conform to the uniform specifications of the Developers. Each owner shall maintain the lighted mailboxes on his or her property, including changing the light bulbs.
- (k) Prior to the occupancy of the residence, the front yards of all lots must be sodded or sown in grass of a variety and in a matter approved by the Developers. The Developers may approve prior occupancy if weather conditions prohibit sodding or sowing.
- (l) All residences having a main level garage must finish the interior walls of the garage not including basement garage. Each residence shall have a garage sufficient to house at least two (2) cars.
- (m) All driveways must be paved with concrete unless some other surface is approved in advance in writing by the Developers. All curb removal shall be made with a smooth saw cut and tied into the driveway to where no rough edges are shown.
- (n) The owner must from the date of purchase maintain all of said lots and in said subdivision 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 a said subdivision fails of his own violation to maintain his lot in a neat and orderly condition, Developers or their 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 owners.
- (o) Any damage done to any adjacent or adjoining lots or to 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. The owner or contractor must provide temporary construction support for the curbs and sidewalks during the time of construction. All construction debris shall be removed weekly and the street must be kept clean during construction.
- (p) No satellite dishes or other such structures shall be allowed on any lot unless approved by the Developers in writing.
- (q) The Developers 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-

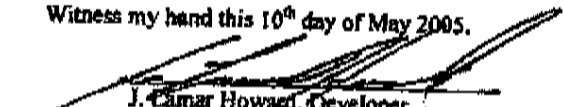
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- subdivided by any other owner thereof but shall remain as shown on the recorded plat except two or more lots or parts of lots may be combined as one in which event the set-back restrictions shall be construed as pertaining to the exterior lines of the combined lots or parts of lots.
- (r) No roof pitch shall be less than 7/12 unless approved by the Developers in writing.
  - (s) No laundry shall be hung outside from any type of device for such purposes or hung on any porch or deck railing.
  - (t) There shall be no detached garages, outbuildings, or servant's 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 on complying with any minimum square footage requirements as set forth in Paragraph "3a". Bathhouses shall be of same architecture as the dwelling. The dwelling must be constructed before the erection of any bathhouse.
  - (u) The Developers must approve any pool construction or exterior construction, other than general maintenance.
  - (v) No dog kennels, lots or pens shall be permitted on any lot and that any permissible animals shall be leashed and not allowed to run free.
  - (w) No chain link fences will be allowed on any lot. Wooden or metal fences may be constructed with the prior written approval of the Developers. Any fence erected on any lot must not be located nearer to the front lot line than the line of the rear elevation of the dwelling house, extended in a direct line to the side lines; and as to corner lots, the same shall not be erected or maintained nearer to the side street line than the side street elevation of the dwelling house, extended in a direct line to the rear lot line. Developers reserve the right to erect or maintain chain link or wooden fences on a temporary basis as long as there is construction on any lot.
  - (x) For the purpose of property improvements, Developers reserve 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 it would be conclusive proof that the waiver would not materially affect the purposes sought thereby, by the Developers. 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 Developers unless it is a violation of the owner entitled to damages from the Developers for any waivers granted by it.
4. Completion of Improvements. No structure on any lot shall be occupied until a dwelling house and landscaping conforming fully to the provisions of this instrument shall have been erected and fully completed thereon. Once the footings of any buildings are poured, construction must progress continuously (with allowances for weather conditions, labor conditions and availability of materials) until the building is fully completed. The exterior (including landscaping) must be completed within twelve (12) months after commencement of construction. The owner of any lot violating either of these provisions shall be liable to Developers for liquidated damages at the rate of One Hundred and No/100 (\$100.00) Dollars per day the violations occur, and to payment of such court costs and attorney's fees as may be incurred in the enforcement of these provisions. In the event construction does not progress continuously, the liquidated damages shall commence ten (10) days after notice from Developers if construction is not resumed within said ten (10) days.
5. Sales. Any home that is built and listed with a realtor prior to December 31, 2007 must be through Coldwell Banker First Chattanooga Realty, LLC. If the buyer contacts the builder directly no commission will be charged to the builder. If another agent brings the buyer, even if the buyer has talked to the builder, a 5% commission will be paid. If the listing agent sells the house, the builder will only be charged a 4% commission otherwise the commission will be 5%. If the builder or their spouse is a realtor they will be exempt from this paragraph. In case of a resale during the date stated above the home owner will be subject to a 7% commission, except in the case it is sold by the owner.
6. Easements. Developers reserve for themselves, their 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.

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- 7. **Sanitation.** Before any dwelling house shall be occupied, the dwelling house 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 any applicable governmental authority.
- 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 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 the covenants.
- 9. **Right to Enforce.** The provisions herein contained shall inure to the benefit of and be enforceable by: (a) Developers 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 Developers or their duly authorized representative. The cost and expenses incurred for enforcing the provisions of these Restrictions including reasonable attorney's fees shall be borne by the lot owner against whom enforcement is sought. 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 any breach or subsequent thereto.
- 10. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions.
- 11. **Amendments.** The Developers shall have the right to amend these restrictions in whole or in part. Any such amendment shall be effective from the time it is filed for record in the Register's Office of Hamilton County, Tennessee.

Witness my hand this 10<sup>th</sup> day of May 2005.

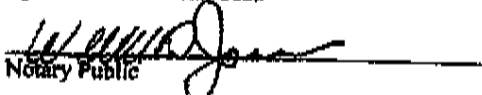
  
 J. Lamar Howard, Developer

  
 Bryan D. Freytag, Developer

STATE OF TENNESSEE  
COUNTY OF HAMILTON

✓ On this 10<sup>th</sup> day of May, 2005, before me personally appeared J. Lamar Howard and Bryan D. Freytag to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of himself, acknowledged that he executed the same as his free act and deed.

Witness my hand and Notarial Seal.

  
 Notary Public

My Commission Expires: 9-10-2005

