

RESTRICTIVE COVENANTS ON HURRICANE CREEK ESTATES

WHEREAS, Town and Country Developers, Inc., a Tennessee Corporation, is the owner of property in the Second Civil District of Hamilton County, Tennessee, being the entire tract of land conveyed to it by Deed recorded in Book 1840, Page 331, in the Register's Office of Hamilton County, Tennessee, which has been platted, and is known as Hurricane Creek Estates, the subdivision plat being of record in Plat Book 26, Page 25, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is the intent, purpose and desire of Town and Country Developers, Inc. to insure the proper development of said subdivision into an exclusive residential section, and for such purposes there is hereby imposed upon the lots in said Hurricane Creek Estates, the restrictive covenants and conditions hereinafter set forth, which shall be a part of the consideration of each of said lots, in said subdivision, and shall run with the land, the same being for the use and benefit of the present and future owners of lots in said subdivision, and to be effective whether mentioned in subsequent conveyances or not.

#1. All lots in this subdivision shall be used for residential purposes only, and the same shall be restricted to single-family residences. No structure in this subdivision shall exceed two stories in height, excluding basement, and garages or carports must be attached to, or constitute a part of the dwelling. All driveways from street to garage or carport shall be concrete or plant hot mix asphalt surface.

#2. 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, etc. Except where the topography of certain lots may make it unfeasible to conform to the 35 foot from set back line, Town and Country Developers, Inc., or its assigns, may consent in writing to a setback from the front street of less than 35 feet, which consent must be executed and placed of record in the Register's Office of Hamilton County, Tennessee.

#3. The minimum living area of each residence shall not be less than 1500 square feet (EXCEPTING that Town and Country Developers, Inc. reserves the right and privilege of reducing the minimum square foot area to as low as 1400 square feet, and to any one or more lots, when it deems proper and desirable to do so), exclusive of porches, breezeways, garages, carports, etc. Only one single-family residence shall be erected on each building lot. It shall be permissible to use one or more lots, or parts of lots, to form a single building lot; provided however, that this shall not result in creating any additional lots, and no lots so formed shall be less than the minimum size of lots in the subdivision.

#4. Exterior of all buildings, other than as herein set forth, shall be of masonry construction, with the following provisions, and exceptions:

(a) In the case of a split-level dwelling or a two-story dwelling, any desired materials, except asbestos and perma-stone, may be used for the exterior above the top level of windows, in the upper portion of the split level, or on the second story of a two-story building.

(b) Masonry will not be required on the rear elevation of the house, excepting as to corner lots, there must be some masonry construction on the rear elevations.

(c) If mountain stone is used for exterior of the foundation of a residence, then the requirements of masonry construction may stop at the top level of the foundation and other material may be used above the foundation.

(d) In a ranch style house, if there is a brick foundation, then it is required that brick be used entirely for the exterior (excepting the provisions herein made as to rear elevation, and exclusions relative thereto).

(e) If a portion of the front elevation is under a covered porch, such portion of the exterior as is under the covered porch may be other than masonry, providing the foundation is of masonry construction, excluding stucco, and further providing that not more than one-half of the total frontage of such front elevations shall be of other than masonry construction under the porch.

(f) On basement type house, if the level above the basement or lower level has cantilever projection of two feet or more, on the front elevation, it will be permissible to use other materials than masonry construction for up to one-half of the frontage, but not more than one-half thereof.

(g) The designation of masonry construction shall not include stucco, excepting that it will be permissible to use stucco finish for foundation only, on rear elevation.

#5. The dwellings erected in the Subdivision shall face the street on which the lots are platted to front, but as to corner lots, the dwelling may face or front either street, or angled to front the corner at the intersection of the streets. If the residence is angled to from the corner at the intersection of the streets, it shall be set back a minimum distance of 25 feet from each of said streets, in the most direct line from the corners of the residence to the street lines.

#6. No structure on any lot shall be occupied until a dwelling house, including yard work, conforming fully to the provisions of this Instrument, shall have been erected and fully completed thereon. Once the footings of any building shall be poured, construction must progress continuously (with allowance for weather conditions, labor conditions, and availability of materials) until the building or buildings are fully completed, and the exterior (including yard work) must be completed within seven (7) months from commencement of construction. Otherwise, the owner of any lot violating this provision shall be liable to Town & Country Developers, Inc., its successors or assigns, in damages at the rate of Ten Dollars (\$10.00) per day, until said exterior and all yard work is completed and to payment of such court costs and attorney's fees as may be incurred in the enforcement of this provision.

#7. All of the streets and roadways shown on the plat or survey are hereby dedicated to the public use for streets and roadways purposes and shall be subject to the duly constituted public authorities. Any damage done to street or curbing by the owner of any lot or by a contractor employed to build a residence on any lot will be repaired immediately at the expense of the owner or contractor.

#8. The plans and specifications must be approved in writing by the present or future owners of said Subdivision, and shall be submitted for such approval prior to commencement of construction, but approval shall not be unreasonably withheld. If such approval or disapproval is not received in thirty (30) days after said plans and specifications have been submitted for approval or, in any event, if no suit to enjoin the erection of such building, alteration or construction has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with.

#9. No trailer, tent, shack, or other similar structure shall be placed or permitted to remain on any lot in the subdivision, nor shall any incomplete structure be used as a residence, temporarily or permanently.

#10. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 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 lines and a line connecting them at points 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. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be allowed to extend nearer to front of lot than the front line of residence.

#11. No signs of any advertising nature shall be permitted on any lot or building, however, signs may be erected by the subdivision owners and/or builders and selling agents during the development and sale of the entire property. This shall preclude the placing of "For Sale" and "For Rent" signs on lots in the subdivision, not to exceed a height of 4 feet, and a width of 3 feet.

#12. No fowls or animals, other than the usual domestic pets, shall be kept or permitted to remain on the premises; and there shall be no kennels and commercial breeding of any such domestic pets on any lot in the subdivision.

#13. No noxious or offensive trade or illegal use of any kind shall be made or carried on upon any lot, nor shall anything be placed or done on any of said property which is or may become a nuisance or an annoyance to the neighborhood.

#14. Until such time as a general sewage disposal system may serve the area, a sewage disposal system shall be constructed and provided for each dwelling house erected, conforming to the requirements of the Hamilton County Board of Health.

#15. 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, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenant in whole or in part.

#16. In the event any one or more of the Restrictive Covenants above set forth shall be violated by any party, either owner or tenant, then the party or parties guilty of such violation shall be subject and liable at the suit of the said Town & Country Developers, Inc., its successors or assigns, or of the then constituted public authorities, to be enjoined by proper process from such violation and shall be liable for the payment of all costs and reasonable attorney's fees incident to litigation, which are agreed upon as liquidated damages, and shall be liable for such other and additional damages as may accrue.

#17. Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

#18. Town and Country Developments, Inc. reserves unto itself, its successors or assigns, the right to waive any violation of said restrictive covenants, which it deems to be minor in character and not to adversely affect the overall purpose sought to be attained by these restrictions.

IN WITNESS THEREOF Town and Country Developers, Inc. has caused its corporate name to be signed, by its President, on this 16th day of December, 1970.