

RALSTON Homes, Inc.  
2401 Charleston Square  
Clarksville, TENN 37041

ORIGINAL.

RESTRICTIVE COVENANTS  
ASHLEY MILL SUBDIVISION

BOOK 3653 PAGE 34

WHEREAS, Ralston Homes, Inc., a Tennessee Corporation, and hereinafter referred to as Developer, is the owner of Lots 1 thru 88, Ashley Mill Subdivision, as shown by plat of record in Book 43, Page 150 in the Register's Office of Hamilton County, Tennessee.

WHEREAS, it is the plan of Developer to devote said lots 1 thru 88, Ashley Mill Subdivision, to restricted residential purposes:

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owners, as well as the future purchasers of said lots 1 thru 88, Ashley Mill Subdivision, this declaration and agreement is made:

Each and every conveyance of any one of said Lots 1 thru 88 Ashley Mill Subdivision, shall be subject to conditions, reservations, covenants and agreements, which run with the land, as follows:

- (a) All of said lots in said subdivision shall be, and be known and described as: residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, with attached garage, which may also be located in the basement, and which must be for a minimum of two cars.
- (b) No residence shall be designed, patterned, constructed or maintained to serve or for the use of more than one family, and no residence shall be used as a multiple family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose; nor, shall any lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses.
- (c) No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line, or nearer than 10 feet to any interior lot line; further, there are certain setback requirements provided for and shown on the subdivision plat, which are incorporated in and made a part of these Restrictive Covenants. No structure, other than a swimming pool, appropriate pool facilities, outdoor fireplace, etc., of approximately ground level construction shall be located nearer than 25 feet to any rear lot line.
- (d) It is provided that not more than one dwelling house shall be erected or maintained on any one lot. This will not prevent the use of one or more lots or parts of lots as a single building plot of ground, providing that the division or re-arrangement of boundary lines of subdivision lots shall not reduce the basic width and size of the original lots as platted, or increase the total number of lots in said subdivision, and that the same shall conform to zoning laws and subdivision regulations in effect thereon. No lot or any part thereof shall be used as a means of access (either public or private) to other lands or used for the installation of utilities serving other lands. However, Developer do hereby reserve the exclusive right to use a lot or part of a lot as a means of public and/or private access to and from other lands and/or to use a lot or part of a lot for the installation and maintenance of utility and/or drainage and/or sewage lines serving other lands, and Developer reserve the exclusive right to grant, transfer and convey these rights to others.



- (e) No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any trucks larger than pick-ups, or personal type vans are not permitted to be parked in subdivision. All boats, boat trailers, campers, motor homes, etc. must be enclosed inside garage. All basketball goals, skateboarding ramps, batting cages, etc., of any kind will be kept at all times in the rear of the residence.
- (f) 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 (f) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction. Notwithstanding anything herein to the contrary, Developer and builders reserve the continuing right to maintain the temporary field office and the construction office trailer on any unsold lot in the subdivision as long as developer and builders are engaged in the development and marketing of the subdivision and/or in the construction of residences on lots in the subdivision.
- (g) Any residence being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence.
- (h) No dwelling house shall be erected or permitted to remain on any lot in the subdivision unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screened porches, garages, eaves, steps, and basements (whether finished or not), set forth below:
- (1) All one level residences to be a minimum of 2,000 square feet.
  - (2) All other style residences to be a minimum of 2,400 square feet.
- (i) All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots.
- (j) It shall be permissible for Developer to rearrange boundary lines of lots, if so desired, and to combine lots or parts of lots into one building plot, provided the same does not result in an increase in the number of lots once the subdivision plat has been recorded.
- (k) The exterior front and side elevations of all buildings shall be of either stone, or brick with feature sections approved by developer. All retaining walls shall be brick, stone or stone finish. All foundation elevations shall be brick, stone, or stone finish. Each dwelling shall have a uniform mailbox approved by developer installed by the owner or contractor at the time of construction and before the house is occupied. No artificial brick or stone may be used on the exterior of any dwelling. All fireplaces must be enclosed to ground level.
- (l) Developer reserves the right to install vinyl coated chain link fence at TVA easement lots bordering on Subdivision perimeter. Excluding lots bordering TVA easement all other perimeter lots will have uniform brick and wood fence approved by developer and installed by builder or owner.
- (1) All houses to be constructed using wood or Clad windows.
  - (2) All fireplace chases visible from front elevation of house to be stone, brick or stone veneered, and approved by developer.
  - (3) All front lawns to be sodded with bermuda or zoysia sod. Landscape plan to be approved by developer and installed within 90 days of completion of house or occupancy.



- (m) Each residence constructed upon a lot must be served by a driveway, paved with concrete, brick, or layed stone.
- (n) No bathhouses will be permitted to be erected or maintained without the prior written approval of developer of its location, style, materials and size.
- (o) Before any construction is commenced or carried on upon any lot, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to developer, and written approval thereof by developer must be procured. Said plans and specifications submitted will be kept on file by the developer. Because of the developer's intense concern that all of said lots develop into a subdivision of character and good taste, many factors beyond minimum square of floor space will be considered before plans and specifications are approved. Some of these factors will include, among other things, such considerations as: how the architectural style fits in with other homes constructed in the subdivision roof pitch, masonry and siding materials, window placement, driveway and garage door location, and the like. A roof pitch must be a minimum of 8/12 unless otherwise approved by developer.
- (p) No sheep, swine, goats, horses, cattle, burros, fowls or any like animals shall be permitted to be kept or to remain on any of the lots hereinabove described, or to roam at large on any of the streets bordering the same. There shall be no kennels permitted on any lot in the subdivision, for the commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.
- (q) Whether expressly stated so or not in any deed conveying any one or more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.
- (r) 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). Tree limbs, rocks and other debris must be kept out of the street. In the event that an owner fails, of his own violation, to maintain his lot in a neat and orderly condition, developer or Homeowners association may enter upon said lot without liability and proceed to put said lot into condition, billing the cost of such work to the owner. All property owners in the subdivision are requested to aid in keeping cars, trucks, and delivery trucks off the curbs of the streets, as the same can easily be broken, particularly when new. Also, all owners of lots must keep the street clear of concrete blocks, concrete, and building materials while residence is under construction.
- (s) There shall be no 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 otherwise set forth herein.
- (t) In the event of minor violation of these restrictive covenants, a waiver thereof may be made by developer. Any such waiver, shall be in writing and recorded in the Register's Office of Hamilton County, Tennessee.
- (u) No sign of any character shall be displayed, or placed upon any part of the property except those advertising the property for sale or for rent and those used by the builder to advertise the property during the construction and sales period, and signs referring only to the premises on which displayed. No such sign shall exceed twelve (12) square feet in size nor have on over all height exceeding five (5) feet above ground level.



(v) No television, radio or other signal receiving devices, whether the signals are transmitted by mass communication systems or privately owned systems of a non-mass communications nature, nor any television satellite dishes shall be erected or maintained on any of said lots.

(w) Any damage done to street, sidewalk or curbing by the owner of any lot or by 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.

COMMUNITY AREA'S (HOMEOWNER'S ASSOCIATION)

Developer to maintain all community and common areas including Carriage House and Island, walls, fences, swimming pool, tennis courts and the operating and maintaining of street lights, etc., until such time as a Homeowners Association Corporation is formed. Homeowners Association Corporation must be formed when twenty-five homeowners occupy the subdivision at which time the developer will deed community areas to the Homeowners Association Corporation. Membership in the Homeowners Association Corporation will be mandatory by all lot owners. The Homeowners Association Corporation will set all dues for maintaining and upkeep of subdivision.

Lots owned by developer or builders on unoccupied lots or houses will be assessed at a rate of 50% (1/2) of Homeowners Association assessment on occupied houses.

No fees will be assessed on unit 2 of subdivision until such time it is finished and recorded.

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

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and everyone of said lots of land and all title to, and estates therein, shall be subject thereto and the same shall be binding upon each and every owner occupant of the same until January 1, 2010, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years thereafter unless, by action of a minimum of sixty-six and two-thirds percent (66-2/3%) of the then owners of the lots, it is agreed to change said covenants in whole or in part; provided, further, that the Instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee. Neither the undersigned, nor any part of parties claiming under the, shall or will convey, devise or demise any or either of said lots, or any part of same, except as being subject to these covenants, conditions and restrictions, and the obligation to observe and perform the same. These covenants, conditions and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.



If any party of parties shall violate or attempt to violate any of the covenants of restrictions herein provided for before January 1, 2010, or within the extended time as hereinbefore provided for, it shall be lawful for the developer, their respective successors, heirs or assigns, or any person or persons owning any of said lots 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 either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorney's fees.

IN WITNESS WHEREOF, Ralston Homes, Inc. has hereunto caused its corporate name to be signed by its duly authorized officer, JACK RALSTON, President hereinto set his hand, to be effective as of this 14 day of Sept 1989

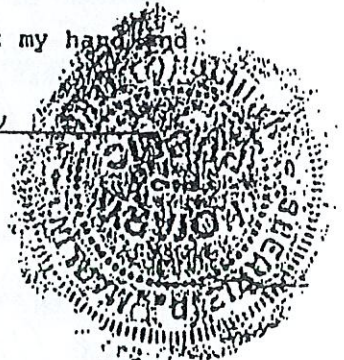
*Jack Ralston*  
Ralston Homes, Inc  
By Jack Ralston, President

STATE OF TENNESSEE)  
COUNTY OF HAMILTON)

On this 14<sup>th</sup> day of Sept. 1989, before me personally appeared Jack Ralston with whom I am personally acquainted, and who upon oath acknowledged himself to be President of Ralston Homes, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name.

IN WITNESS THEREOF I have hereunto set my hand and Notarial Seal.

*Levi R. Marlin*



My Commission expires:  
My Commission Expires April 22 1992

K 3 5 6 8

IDENTIFICATION  
REFERENCE

SEP 14 12 49 PM '89

SARAH P. DE FRIESE  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

09/14/89 MISC

23.00 \*\*20.00

Prepared By: Title Escrow  
Eastgate Mall  
Chatt, TN 37421

Mail, Ralston Homes, Inc.  
30 2406 Chatham Square  
Chattanooga, TN 37421

MODIFICATION OF RESTRICTIVE COVENANTS

WHEREAS, Restrictive Covenants recorded in Book 3653, page 348, in the Register's Office of Hamilton County Tennessee apply to and encumber all the lots within ASHLEY MILL SUBDIVISION as shown by plat of record in Plat Book 43, page 150, in the Register's Office of Hamilton County, Tennessee.

WHEREAS, it is desired that said Restrictive Covenants, as adopted be amended by the addition of further restrictions;

NOW, THEREFORE, in consideration of the premises, the undersigned, being the owners of all lots in ASHLEY MILL SUBDIVISION, do hereby covenant and agree that the following be added to said Restrictive Covenants as Paragraph (x) thereof:

(x) Wood fences are allowed no nearer the front line than the rear elevation of the residence. The design and materials used in such fence construction must be approved by the developer. No chain link or wire fences will be allowed.

IN WITNESS WHEREOF, we have hereunto set our hands effective the 29<sup>th</sup> day of June, 1990.

07/06/90 MISC.

8.00 \*\*8.00 C

[Signature]  
W.E. SHELTON, JR.

[Signature]  
RAYMOND E. STAKELY

[Signature]  
TOM HARRIS

[Signature]  
DON MOON

[Signature]  
DICK O'BRIEN

[Signature]  
TOM LOMENICK

[Signature]  
JACK RALSTON

State of Tennessee, County of Hamilton

Personally appeared before me on this 29<sup>th</sup> day of June, 1990, the undersigned, a Notary Public in and for said County and State, the within named W.E. SHELTON, JR., RAYMOND E. STAKELY, TOM HARRIS, DON MOON, DICK O'BRIEN, TOM LOMENICK, AND JACK RALSTON, the bargainers with whom I am personally acquainted, and who upon oath acknowledged themselves to be property owners in ASHLEY MILL SUBDIVISION, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing their names.

WITNESS my hand and official seal at Chattanooga, Tennessee, this 29<sup>th</sup> day of June, 1990.

My commission expires: April 22, 1991

[Signature]  
NOTARY PUBLIC

37.8  
MODIFICATION  
OF RESTRICTIVE  
COVENANTS  
3 51 PM '90  
RECEIVED  
REGISTER  
HAMILTON COUNTY  
TENNESSEE



FIRST AMENDMENT  
TO  
RESTRICTIVE COVENANTS - ASHLEY MILL SUBDIVISION

RECITALS:

A. Restrictive Covenants affecting Lots 1 through 88, Ashley Mill Subdivision, as shown by plat of record in Book 43, Page 150, in the Register's Office of Hamilton County, Tennessee ("ROHCT"), were recorded of record on September 12, 1998, at Book 3653, Page 348 ROHCT (the "Restrictive Covenants").

B. The Bylaws of Ashley Mill Homeowners' Association (the "Association") provide that the Restrictive Covenants may be amended by board of directors of the Association.

C. The board of directors of the Association agreed to amend the Restrictive Covenants as provided in this First Amendment.

In consideration of the foregoing recitals, the interests of the homeowners of Ashley Mill Subdivision, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in a manner consistent with the Bylaws, the following amendments are hereby made to the Restrictive Covenants.

1. The following items are added to the Restrictive Covenants at the end of Paragraph (1) on page two (2) of the Restrictive Covenants:
  - (4) The rear lawn created by any combination of lots that front two separate streets in a single dwelling shall be required to have a sidewalk if a sidewalk is designated by the Board of Directors of the Ashley Mill Homeowners' Association.
  - (5) No fence shall be higher than eight (8) feet and must be approved by the Board of Directors of the Ashley Mill Homeowners' Association prior to construction of the fence.
2. Except as expressly set forth in this First Amendment, the Restrictive Covenants are unchanged and shall remain in full force and effect.

Instrument: 2000080100294  
Book and Page: GI 5649 929  
Data Processing F \$2.  
Misc Recording Fe \$8.  
Total Fees: \$10.  
User: BPARKER  
Date: 01-AUG-2000  
Time: 03:01:23 P  
Contact: Pam Hurst  
Hamilton County Tennessee

*Ch# 8155*  
*July Legal*

LT&E #200691  
**THIS INSTRUMENT PREPARED BY:**  
ROBERT L. BROWN, ATTORNEY  
737 Market Street, Suite 400  
Chattanooga, Tennessee 37402

After Recording return to:  
Elgin Smith  
c/o Hale Realty  
7540 E. Brainerd RR  
Chattanooga, TN 37421

MODIFICATION OF RESTRICTIVE COVENANTS

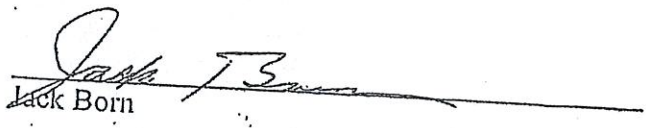
RE: Restrictive Covenants for Ashley Mill Subdivision recorded in Book 3653,  
Page 348, in the Register's Office of Hamilton County, Tennessee.

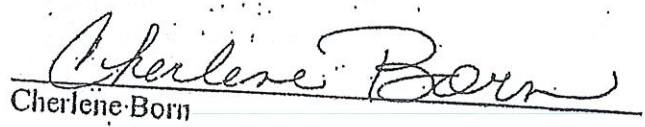
The undersigned, successors to Raulston Homes, Inc. as Developer under the referenced Restrictive Covenants, hereby amend Section (v) of said Covenants to read as follows:

"(v) No television, radio or other signal receiving devices, whether the signals are transmitted by mass communication systems or privately owned systems of a non-mass communications nature, nor any television satellite dishes shall be erected or maintained on any of said lots unless such device has a diameter of twenty (20) inches or less and is mounted behind the residence on the lot on which the device is located."

EXCEPT as hereby or heretofore amended, said Restrictive Covenants remain in full force and effect.

This 25<sup>th</sup> day of July, 2000.

  
Jack Born

  
Cherlene Born

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Jack Born and Cherlene Born with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the foregoing instrument as their free act and deed.

WITNESS my hand this 25<sup>th</sup> day of July, 2000