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Instrument: 2014081300032
Book and Page: GI 10279 57
MISC RECORDING FEE \$35.00
DATA PROCESSING FEE \$2.00
Total Fees: \$37.00
User: DLS
Date: 8/13/2014
Time: 10:00:14 AM
Contact: Pam Hurst, Register
Hamilton County, Tennessee

**SECOND AMENDED AND RESTATED
RESTRICTIVE COVENANTS ON HOPE RANCH ESTATES**

LAR INVESTMENTS (sometimes "Developer") hereby declares that it is the lawful owner in fee simple of twenty-two out of thirty-two parcels of Hope Ranch Estates (the "Development" or "Subdivision"), as recorded in Plat Book 84, Page 128, in the Register's Office of Hamilton County, Tennessee. LAR INVESTMENTS desires to promote the Development as a residential subdivision, and to adopt these Second Amended and Restated Restrictive Covenants for the protection of present and future owners of any one or more of said parcels. LAR INVESTMENTS does therefore impose upon all of said parcels, the following Second Amended and Restated Restrictive Covenants, which shall run with the land, to-wit:

NOW THEREFORE, WE, LAR INVESTMENTS, DO HEREBY DECLARE THE FOLLOWING:

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1. All of said parcels in said subdivision shall be residential parcels. Only single-family dwellings shall be allowed, and all single family dwellings must have an attached garage. Garages shall be side entry where possible, with no garage doors facing the street frontage on the residence. No carports are permitted. See #14 and #23 for any additional permitted structures. Only one dwelling shall be allowed per parcel. No parcel may be subdivided.
2. No mobile homes or manufactured homes are allowed. 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 commercial purpose, business service, or activity, including, but not limited to, business purposes where commercial trucks or other equipment inconsistent with ordinary residential uses are required.
3. All buildings must meet Hamilton County, Tennessee, guidelines for setbacks.
4. Not more than one dwelling house shall be erected or maintained on any one parcel. This will not prevent the use of one or more parcels as a single building plot of ground, provided that the division or re-arrangement of boundary lines of subdivision parcels shall not reduce the basic width and size of the original parcels as platted, or increase the total number of parcels in said subdivision, and that the same shall conform to zoning laws and subdivision regulations in effect thereon. No parcel or any part thereof shall be used as a means of access (either public or private) to other lands (outside of this subdivision) or used for the installation of utilities serving other lands. However, Developer does hereby reserve the exclusive right to use a parcel or part of a parcel as a means of public

*For prior restrictions see
Book 9775, Page 307,
Hamilton County Register's office*

and/or private access to and from other lands and/or to use a parcel or part of a parcel for installation and maintenance of utility and/or drainage and/or sewage lines serving other lands, and Developer reserves the exclusive right to grant, transfer, and convey these rights to others.

5. No noxious or offensive activity shall be carried on upon any parcel. Nothing shall be done thereon which is or may become an annoyance or nuisance to the neighborhood, including, but not limited to, the discharge of any firearm (except for necessary self-defense) on any parcel in the subdivision. The keeping of any animal other than a normal domestic pet, i.e., cat, dog, bird, shall require Developer's prior written approval.
6. No part of any parcel 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 (6) being to prevent the use thereon of an incomplete structure, trailer, barn, tent, outbuilding, or other structure as a temporary living quarters before or pending the erection of a permanent building. However, if a permanent detached shop/garage (with living quarters) is built prior to the main residence it may be occupied for a maximum of nine (9) months. Should contractor or lot owner choose to develop a permanent detached shop/garage with living quarters, such must obtain architectural approval for the house at the same time or before garage/shop approval is requested. No structure of a temporary character, including trailers and similar structures, shall be erected or permitted to remain on any parcel except during the period of construction (not to exceed nine (9) months). Notwithstanding anything herein to the contrary, Developer and approved builders reserve the continuing right to maintain the temporary field office and the construction office trailer on any unsold parcel in the subdivision as long as the Developer and builders are engaged in the development and marketing of the subdivision and/or in the construction of residences on parcels in the subdivision.
7. Any residence being erected on a parcel shall be completed within nine (9) months from the date of the pouring of the footings for said residence.
8. No dwelling house shall be erected or permitted to remain on any parcel 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:
 - (a) All one-level residences to be a minimum of 1,800 square feet.
 - (b) All other style residences to be a minimum of 2,800 square feet.
9. Each Lot shall have an entry monument constructed adjacent to the driveway entrance. The monument shall be constructed of rock (natural or artificial) or brick, and shall also have an entry light incorporated. The plans for the monument shall be approved by the Developer along with the plans for the residence. Each residence constructed upon a parcel must be served by a paved

driveway. Blocks on rear of residence may be stucco. Landscape work must be completed within one hundred twenty (120) days of completion of house.

10. Before any construction is commenced or carried on upon any parcel, plans and specifications for any dwelling house to be constructed on any one of said parcels shall be submitted for approval to Developer, and written approval thereof by Developer must be procured. Said plans and specification submitted will be kept on file by the Developer. Because of the Developer's intense concern that all of said parcels are developed to maintain a subdivision of character and good taste, many factors beyond minimum square footage 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 the other homes constructed in the area, roof pitch, masonry and siding materials, window placement, driveway and garage door location and the like. A roof pitch must be a minimum of 6/12 unless otherwise approved by the Developer. All decisions by the Developer as to allowable plans and specifications are final and not subject to review.
11. All houses shall have horizontal siding or a masonry finish (no sheet siding allowed), and the front side of each house shall have a minimum of 10% masonry facing (e.g., rock or brick, etc.). Facia boards shall have a minimum width of eight (8) inches. Earth tone colors shall be preferred, including whites, blues, browns, greens, ivory/creams, and grays. Loud or bright colors, such as purples, true yellows, and reds shall be prohibited. No vinyl or aluminum siding shall be allowed.
12. All houses shall have a minimum of one hip and valley incorporated into the roof design, visible from the fronting road, and three different roof ridge elevations. All roofing must be of fire-resistant composition material or architectural quality, approved by the Developer and shall have at least a 30-year warranty. Bay windows, box windows, dormers, or similar structural protrusions, where necessary to make a house front more architecturally appealing may be required.
13. No outdoor fencing located at any place or any lot shall be erected or maintained except in strict accordance with the provisions of this Paragraph 13. Prior to erection, any such fencing proposal must first be submitted to the Developer together with such drawings, plans or specifications as the Developer may request. All such fencing must be approved in writing by the Developer prior to construction. Developer may assign its rights and obligation with respect to this Paragraph 13, in whole or in part, to any person or entity.
14. One detached shop may be constructed on each Lot, provided the shop may not be larger than 3,800 square feet, may not have a length exceeding 100 feet, a width exceeding 50 feet, or a height exceeding 28 feet, and shall have a roof and color scheme consistent with the main residence. Metal siding shall be allowed, provided the color is consistent with the principle residence. The roof shall overhang at least twelve (12) inches on all sides. No satellite dish with a diameter

of over twenty-four (24) inches shall be installed in front of the rear foundation line. No "ham radio" or other communication tower over twenty-eight (28) feet in height shall be installed.

15. All exterior lighting shall be of a non-glare type, and subject to approval at the time plans are approved.
16. There shall be no commercial kennels permitted on any parcel in the Subdivision and there shall be no commercial breeding of domestic pets. No liquor, beer, wine, or other intoxicating substances shall be sold within the bounds of said Subdivision.
17. Whether expressly stated so or not in any deed conveying any one or more of said parcels, each conveyance shall be subject to existing government zoning and subdivision ordinances or regulations in effect thereon.
18. All construction performed in Hope Ranch Estates must conform to the requirements outlined in TDEC Permit #TNR111016. All erosion control measures that are currently in place must be maintained until construction is complete and all areas stabilized. Failure by owners to comply can result in fines and/or legal action against the owners as outlined in the permit.
19. All of said parcels in said Subdivision must, from the date of purchase, be maintained by 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 to maintain owner's parcel in a neat and orderly condition, Developer may enter upon said parcel without liability and proceed to put said parcel into condition, billing cost of such work to the owner, and placing a lien against such parcel for such obligation.
20. In the event of a 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. Waivers shall be in Developer's sole discretion.
21. 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, such sign referring only to the premises on which displayed. No such sign shall exceed twelve (12) square feet in size nor have an overall height exceeding five (5) feet in size nor have any overall height exceeding five (5) feet above ground level, excepting only Developer's signage.
22. Any damage done to street by any contractor employed to build improvements on any parcel will be repaired immediately at the expense of the owner or the contractor.

23. Shops and/or detached garages are allowed, as long as the exterior is constructed of complimentary materials. No pole barns will be allowed. All structures must be approved by the Developer in writing prior to construction.
24. No further subdivision of parcels may occur. This provision may not be amended.
25. In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgments or decree of any court of record to be invalid, such action shall in no way affect the other provisions, which shall remain in full force and effect. These 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 every one of the said parcels of land. Titles to, and estates therein of all parcels, shall be subject to the restrictions and the same shall be binding upon each and every owner or occupant of the same until September 1, 2031, and shall be extended automatically to apply to each of said parcels for successive periods of ten (10) years thereafter unless, by action of a minimum of ninety percent (90%) of the then owners of the parcels, 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. Each parcel shall be entitled to one vote regardless of the number of owners of the parcel.
26. No owner shall or will convey, devise or demise any of said parcels, 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 a proper and obligatory covenant 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.
27. If any parties shall violate or attempt to violate any of the covenants or restrictions herein provided before September 1, 2031, or within the extended time as hereinbefore provided for, it shall be lawful for the Developer, its respective successors, heirs, or assigns, or any person or persons then owning any of said parcels 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.
28. Developer may assign its rights and obligations herein, in whole or in part, to any person or entity.

WITNESS our hands this 7th day of Aug, 2014.

LAR INVESTMENTS

By: Larry Runkle
(Larry Runkle)

By: Linda Vandrenil
(Linda Vandrenil)

STATE OF IDAHO)
)
COUNTY OF KOOTENAI)

On this 7 day of August, 2014, before me,
Mary Spridgeon, a Notary Public in and for the State of Idaho,
personally appeared Larry Runkle, known or identified to me to be partner
in the partnership of LAR Investments and the partners or one of the partners who subscribed
said partnership name to the foregoing instrument, and acknowledged to me that they executed
the same in said partnership name.

WITNESS my hand and Notarial Seal.

Mary Spridgeon
NOTARY PUBLIC

Residing at Coeur d'Alene

My Commission Expires: 4/2/2020



