

WHEREAS, the undersigned, Paul M. Close and Stanley Cox, doing business as Chestnut Oaks Properties, a partnership, are the beneficial owners of all the lots shown on the plat of Chestnut Oaks recorded in Plat Book 42, page 248, in the Register's Office of Hamilton County, Tennessee.

WHEREAS, it is the plan of Paul M. Close and Stanley Cox, doing business as Chestnut Oaks Properties, a partnership, to devote said lots to restricted residential use and purposes;

NOW, THEREFORE, IN CONSIDERATION of the premises, and for the protection of the present owners, as well as the future owners and purchasers of lots in said subdivision, this declaration and agreement is made:

Each and every conveyance of any one of said lots shall be subject to conditions, reservations, covenants and agreements, which will run with the land as follows:

(a) All of said lots 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, which must have an attached 2-car garage. Carports are not permitted.

(b) No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single 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 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 (c) being to prevent the use of a garage, incomplete structure, trailer, 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.

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(d) 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.

(e) No ranch-type dwelling shall be erected or permitted to remain on any one of said residential lots having less than 2,000 square feet of enclosed living area on the ground floor. No one and one-half (1-1/2) or two (2) story dwelling shall be erected or permitted to remain on any one of said residential lots having less than a total enclosed living area of 2,400 square feet, 1,200 square feet of which total must be on the ground floor. In computing said square footage requirements, no area within an open or closed porch, a garage and/or a basement (whether said basement is finished or not) shall be included.

(f) It shall be permissible for Paul M. Close and Stanley Cox, doing business as Chestnut Oak Properties, a partnership, its successors or assigns, to rearrange boundary lines of lots, if so desired, and to combine lots or parts of lots into one building plot, providing the same does not result in an increase in the number of lots shown on said plat.

(g) No asbestos siding or permastone shall be used on a dwelling house on any of said lots. If concrete blocks are used in the construction of a dwelling on the front and/or sides thereof, they must be covered with masonry; but, if they are not covered with masonry, then they must be covered with stucco.

(h) No building, boundary fence or wall, or other structure shall be commenced, erected or placed on said land until plans specifications showing the nature, kind, shape, dimensions, materials, exterior color scheme and location of such structure shall have been submitted to and approved in writing by Paul M. Close and Stanley Cox, doing business as Chestnut Oak Properties, a Partnership, provided, however, that if the said partnership 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 said partnership.

(i) Paul M. Close and Stanley Cox, doing business as Chestnut Oak Properties, a Partnership, shall have the right to disapprove any plans, specifications or locations which, in its opinion, are not suitable or desirable for aesthetic or other reasons; and in so passing upon such plans, specifications and locations, it shall have the right to require as many as four (4) elevation drawings to scale, together with typographic recordings of the site related to the road on which the land 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.

(j) 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.

(k) All of said lots in said subdivision must, from the date of purchase, be maintained by the owner in a neat and orderly condition, Paul M. Close and Stanley Cox, doing business as Chestnut Oak Properties, a Partnership, may enter upon said lot without liability and proceed to put said lot into an orderly condition, billing the cost of such work to the owner.

(l) 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 attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements set forth in (e) above.

(m) All driveways must be paved with concrete or hot plant mix asphalt unless some other special surface is approved by Paul M. Close and Stanley Cox, doing business as Chestnut Oak Properties, a Partnership, its successors or assigns.

(n) Any damage done to street or curbing by the owner of any lot or by the contractor employed to build a residence on any lot will be repaired immediately at the expense of the owner or the contractor.

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 affect in no wise any of the other provisions, which shall remain in full 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.

It is expressly stipulated that the restrictive covenants and conditions set forth in this instrument apply solely to the herein listed lots in Chestnut Oaks and are not intended to apply to any other lots, tracts or parcels of land owned by Paul M. Close and Stanley Cox, doing business

as Chestnut Oak Properties, a Partnership.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every one of the 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 and 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 unless, by action of a minimum of sixty-six and two-thirds per cent (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 party or parties claiming under them, shall or will convey, devise or demise any or either of said lots, or any part of same, except as being subject to the said covenants, conditions and restrictions, and the obligations to observe and perform the same. The said 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 obligated covenants and conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.

Providing, that in the event of violation of set-back lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by Paul M. Close and Stanley Cox, doing business as Chestnut Oak Properties, a Partnership, its successors or assigns, joined by the owner or owners of the lots adjoining the lot on which such violation occurs; providing, that as to a side line violation, only the joinder of the owner of the lot on that side will be necessary.

If the undersigned, or any party or parties claiming thereunder, shall violate or attempt or attempt to violate any of the covenants or restrictions herein provided before January 1, 2010, or within the extended time as herein before provided, it shall be lawful for Paul M. Close and Stanley Cox, doing business as Chestnut Oak Properties, a Partnership, its successors or assigns, or any person or persons owning any 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, either to prevent him or them from so doing, or to recover damages or other dues for such violations, including reasonable attorney's fees.