

BOOK 4581 PAGE 615

Prepared By:
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7481 East Brainerd Road, Suite 150
Chattanooga, Tennessee 37421

10/20/95 NISC

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RESTRICTIVE COVENANTS
COUNTRY ESTATES

WHEREAS, Marvin J. Whitmire and wife, Dorothy M. Whitmire/Wendell Whitmire d/b/a Country Estates is the owner/developer, respectively, of Lots 1 through 25, Country Estates, Units 1 & 2, as shown by plat of record in Plat Book 43, Page 354 and Unit 2, not yet recorded, in the Registrar's Office of Hamilton County, Tennessee; and

WHEREAS, it is the plan of Developers to devote all of said Lots 1 through 25, Country Estates, to restricted residential purposes; and

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owners, as well as future purchasers of said Lots 1 through 25, Country Estates, this declaration and agreement is made:

Each and every conveyance of any one of said Lots 1 through 25, Country Estates, shall be subject to conditions, reservations, covenants and agreements, which shall run with the land, as follows:

101
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1. 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 of said lots other than one detached single family dwelling.

2. No dwelling shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single family, and no dwelling shall be used as a multiple family dwelling at any time, nor used in whole or in part for any business purpose or activity or for any commercial purposes.

3. No dwelling shall be located on any lot nearer than 50 feet to the front lot line or nearer than 25 feet to any side street line, or nearer than 25 feet to any interior lot line. No structure, other than a swimming pool and structures normally associated with swimming pools, shall be located nearer than 25 feet to any rear lot line. Lots 9, 10, 11 and 12 shall have a minimum setback of 25 feet to the front street line.

Refer to back of document

4. It is provided that not more than one dwelling 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 rearrangement 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, owner/developer hereby reserves 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 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 owner/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 lot. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. None of the following shall be placed upon or kept upon a lot or in or on the streets in the subdivision, unless they are kept inside the garage: tractor-trailers, motor homes, mobile homes (trailers), campers, boats, boat trailers, junk vehicles, non-working motor vehicles or school buses. No "on street" overnight parking will be allowed.

6. No part of any lot shall be used for residential purposes until, first a complete dwelling, conforming to the provisions of this instrument, shall have been erected thereon, the intent of this paragraph 4 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 dwelling. 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.

23

BOOK 4581 PAGE 616

7. Any dwelling being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said dwelling.

8. No dwelling 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 or glassed-in porches, garages, caves, steps and basements (whether finished or not), set forth below:

- a) A 2-story dwelling with attached double garage, 1000 square feet on main floor with a total of 2200 square feet on main and upper floors.
- b) A 2-story dwelling with double garage in basement, 1000 square feet on main floor with a total of 2200 square feet on main and upper floors.
- c) A 1-story dwelling with attached double garage, 1200 square feet on main floor.
- d) A 1-story dwelling with double garage in basement, 2200 square feet on main floor.
- e) A 1-1/2 story dwelling with attached double garage, 1300 square feet on main floor with a total of 2200 square feet on main and upper floors.
- f) A 1-1/2 story dwelling with double garage in basement, 1300 square feet on main floor with total of 2200 square feet on main and upper floors.
- g) All homes to have a minimum roof pitch of 6/12 or greater.

9. Each dwelling shall have at least a double car garage, either attached, detached or located in the basement. Any detached outbuilding or garage shall be of like structure as the residence, and be of permanent type construction, and located to the rear of the dwelling. No portable structures will be permitted on any lot.

10. No fences will be permitted to be erected or maintained on a lot without the prior written approval of the owner/developer. If a fence is approved by the owner/developer, then it must be constructed of wood, brick or stone (stucco will be allowed only if the house is generally of stucco finish). All fences which are approved must be located behind the rear line of the dwelling and that line extended to the lot's side lines, except, 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 extended in a direct line to the rear lot line. All fences which are approved must fence the majority of the allowable area to prevent the fencing of small areas or dog lots.

11. In the construction of a dwelling upon a lot, the lot owner shall keep all debris cleared from the street or streets bounding the lot; and before any dwelling is occupied, all debris must be removed from the entire lot.

12. No bathhouses or structures normally associated with swimming pools will be permitted to be erected or maintained without the prior written approval of Developers of its location, style, materials and size. Said structure shall contain no living quarters.

13. Before any construction is commenced or carried 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 owner/developer, and written approval thereof by owner/developer must be procured. Said plans and specifications submitted will be kept on file by the owner/developer. Because of the owner/developer's license concern that all of said lots developed into 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 those factors will include, among other things, such considerations as: how much the architectural style fits in with other homes constructed and being constructed in the subdivision, roof pitch, masonry and siding materials, window placement, driveway and garage door location and the like.

14. All front and side foundation elevations shall be veneered with brick or stone. This provisions shall not be construed to prohibit any foundation elevations from being veneered with stucco if the dwelling is generally of stucco finish in the opinion of the owner/developer.

BOOK 4581 PAGE 617

15. All retaining walls shall be veneered with brick or stone. This provision shall not be construed to prohibit any retaining wall from being veneered with stucco if the dwelling is generally of stucco finish in the opinion of the owner/developer.

16. 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 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.

17. Whether expressly stated in or not, in any deed conveying any one or more of said lots, each conveyance shall be subject to these restrictive covenants and existing governmental zoning and subdivision ordinances or regulations in effect thereon.

18. 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 volition, to maintain his lot in a neat and orderly condition, owner/developer 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. All property owners in the subdivision are requested to aid in keeping cars, trucks and delivery trucks off the curbs of the street, as the same can easily be broken, particularly when new. Also, the owners of lots must keep the street clean and clear of concrete block, concrete and building materials while dwelling in under construction. All curbs will be replaced if broken or removed during construction prior to home being occupied.

19. In the event of violation of setback lines, either side, front or rear, which may be minor in character, a waiver thereof may be granted by the owner and/or developer. Further, the owner and/or developer reserves the right and privilege to waive minor violations of these Restrictive Covenants when the same do not, in their judgment, materially affect the purposes sought to be attained by these Restrictive Covenants, and providing further that the same shall not be in violation of any zoning applicable thereto, or that a variance from the proper zoning authorities as to any such zoning violation shall have also been obtained.

20. 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 nine (9) square feet in size nor have an overall height exceeding four (4) feet above ground level.

21. 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 communication nature, nor any television satellite dishes exceeding 18 inches in diameter shall be erected or maintained on any of said lots. No such communication devices may be visible from any street. No outdoor clothes lines shall be permitted on any lot.

22. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of the subdivision.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgment or 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 Developers hereby declaring that said restrictions are not interdependent but severable, and that 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 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, 2024, and shall be extended automatically to apply to each of said lots for successive periods of 10 years thereafter unless, by action of a minimum of 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 title to said lots, shall or will convey, devise or decede any or either of said lots or any part of same, except as being subject to these covenants, conditions and

BOOK 4581 PAGE 618

restrictions and the obligation to observe and perform the same. These covenants, restrictions and conditions 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 or parties shall violate or attempt to violate any of the covenants or restrictions herein provided for before January 1, 2024, or within the extended time as hereinafore provided for, it shall be lawful for owner/developer, his respective 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 MARVIN J. WHITMIRE AND WIFE, DOROTHY M. WHITMIRE/WENDELL WHITMIRE D/B/A COUNTRY ESTATES has caused this declaration to be executed and witness my hand this 15th day of October, 1999.

MARVIN J. WHITMIRE AND WIFE, DOROTHY M. WHITMIRE/WENDELL WHITMIRE D/B/A COUNTRY ESTATES

BY: Marvin J. Whitmire
MARVIN J. WHITMIRE

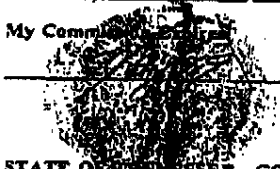
BY: Wendell Whitmire
WENDELL WHITMIRE

BY: Dorothy M. Whitmire
DOROTHY M. WHITMIRE

STATE OF TENNESSEE - COUNTY OF HAMILTON

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named MARVIN J. WHITMIRE, the bargainer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), to be the persons described in and who executed the within instrument for the purposes therein contained. Witness my hand and official seal at Hamilton, Tennessee this 15th day of October, 1999.

My Commission Expires:

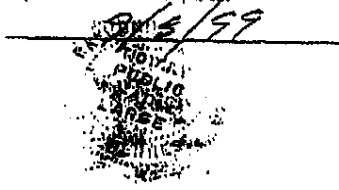


Wendell Whitmire
Notary Public (Seal)

STATE OF TENNESSEE - COUNTY OF HAMILTON

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named WENDELL WHITMIRE, the bargainer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), to be the persons described in and who executed the within instrument for the purposes therein contained. Witness my hand and official seal at Hamilton, Tennessee this 15th day of October, 1999.

My Commission Expires:



Wendell Whitmire
Notary Public (Seal)

BOOK 4581 PAGE 619

STATE OF TENNESSEE - COUNTY OF HAMILTON

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named ROBERT M. WHITMIRE, the bargainer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), to be the persons described in and who executed the within instrument for the purposes therein contained. Witness my hand and official seal at this 5th day of October 1995.

My Commission Expires:

9/9/97

[Signature]
Notary Public (Seal)



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PHOTOGRAPHY
TECHNICIAN
HAMILTON COUNTY
STATE OF TENNESSEE

'95 OCT 20 PM 1 52
BY [Signature]
DEPUTY
REC'D. # 8. P. 129.

TVA Tract No. ECOR-30

EXHIBIT A

BRADLEY-CATOOSA #2
TRANSMISSION LINE

John H. Wheeler et ux.

A permanent easement for transmission line(s) purposes on, over, and across a parcel of land located in the Second Civil District of Hamilton County, State of Tennessee, as shown on sheet P4A of US-TVA drawing LW-3968, revision 0, the said parcel being more particularly described as follows:

Commencing at a point, the said point being ½-inch iron pin which is a common corner in the lands of John H. Wheeler et ux., John and Cindy Barsa, and Howard L. Foster, Jr.; thence leaving the said common corner and with the property line between John H. Wheeler et ux., and John and Cindy Barsa, S66°55'10"E, 11.96 feet to a point on the northwest right-of-way line of the transmission line location, the said point being 50.00 feet left of the centerline of the location at survey station 834+56.53 and being the Point Of Beginning.

Thence leaving the point of beginning and the said property line and with the said northwest right-of-way line of the location N71°17'58"E, 388.99 feet to a point on the southwest right-of-way line of Hamilton County, Tennessee (Country Estates Drive), and the northeast property line of John H. Wheeler et ux., the said point being 50.00 feet left of the centerline of the location at survey station 838+45.51; thence leaving the said northwest right-of-way line of the location and with the meanders of the said road right-of-way line and the said property line in a southeasterly, then southerly then southeasterly direction 80.26 feet, crossing the centerline of the location at survey station 838+31.44 (54.57 feet), to a point which is a common corner in the lands of John H. Wheeler et ux., Hamilton County, Tennessee (Country Estates Drive), and Jackie L. Sperrazza, the said point being 24.35 feet right of the centerline of the location at survey station 838+27.17; thence leaving the said common corner, the said road right-of-way line, and the said property line and with the property line between John H. Wheeler et ux. and Jackie L. Sperrazza S71°16'38"W, 287.31 feet to a point which is a common corner in the lands of John H. Wheeler et ux., Jackie L. Sperrazza, and John and Cindy Barsa, the said point being 24.46 feet right of the centerline of the location at survey station 835+39.86; thence leaving the said common corner and the said property line and with the property line between John H. Wheeler et ux. and John and Cindy Barsa N66°55'10"W, 111.76 feet, crossing the centerline of the location at survey station 835+12.5 (36.72 feet), to the point of beginning and containing 0.58 acre, more or less.

TVA Tract No. ECOR-30

Furthermore, the above-described easement rights are acquired with respect to such appurtenant right, title, and interest as the owners of the above-described land may have in Tract ECOR-32, Hamilton County, Tennessee (Country Estates Drive), the adjoining road right-of-way as shown on the map referenced above.

This description prepared from a survey by:

John N. Scoggins, RLS
Tennessee Valley Authority
1101 Market Street, MR 4B
Chattanooga, Tennessee 37402-2801
Tennessee License No. 1704

Checked 7/12/06 EMM

Checked 7/13/06 GDB