

Instrument: 1997123000109
 Book and Page: GI 5002 350
 Misc Recording Fee \$12.00
 User: STAYLOR \$12.00
 Time: 11:48:03 A
 Contact: Pam Hurst, Register

LINDSAY COURT: LOTS 1 THROUGH 6
 DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHTS

This declaration made on this day by Thomas W. Van Cleave, hereinafter referred to as "owner", for Lindsay Court, which is legally described on a plat duly filed in the Register's Office of Hamilton County Tennessee as MCCONNELL HOME PLACE in plat book 59, page 5-I, said Register's Office.

Whereas, the owner owns in fee simple Lots Nos. 1 through 6, Lindsay Court, as shown by plats of record in the Register's Office of Hamilton County, Tennessee; and,

Now, therefore, the owner hereby declares that the lots owned by it, as above set forth, and the other lots listed, as to those owners thereof who join in the execution of this instrument, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights, which are for the purpose of creating uniformity, protecting the value and desirability of said lots, and which shall run with the land, and be binding on all parties now or hereafter having any right, title or interest in said lots or any part thereof, and shall inure to the benefit to each owner thereof.

1. LAND USE AND BUILDING TYPE: Said property shall be used for residential and no building shall be erected, altered, or placed in any one of said numbered lots, other than one single-family dwelling.
2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved in writing by Tom Van Cleave (or, in the event of his death or legal incapacity to act, by the Architectural Control Committee hereinafter provided for), as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.
3. No fence or wall shall be erected, placed or altered on any lot in the subdivision, other than indicated on the subdivision plat of lots 1 through 6 Lindsay Court executed by Developers of Subdivision.
4. DWELLING COST, QUALITY AND SIZE: Any single-family dwelling erected in the subdivision must contain a total square foot area of not less than 1200 square feet, which may include both the ground floor and the upper floor or floors thereof.
5. EASEMENTS: Easements to each individual lot for installation of electrical lines, HVAC lines, CATV or phone lines, sanitary sewage disposal lines and drainage easements are shown on the subdivision plat, and are hereby reserved for the purposes shown. The creation of said easements or right of access shall not prevent the use of the area by the owner for any permitted purpose except location of buildings thereon. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Further, easements for vehicular and pedestrian ingress and egress over certain paved areas as to the owner's of all townhouses are designated on said plat, and owner/developer hereby grants to each townhouse owner the permanent right of usage of these easements as set forth on the plat, which easements are intended to run with the land.
6. NUISANCES: 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.
7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Prepared By: Tom Van Cleave
 414 Lindsay Ct
 Chatter TN 37403

 Title Services
 2114 Chapman Rd
 Chatter TN 37421

Book and Page: GI 5002 359

8. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period. Also, a sign of the construction lender.
9. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
10. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage and trash containers are to be covered, or shall be of plastic or similar material, securely closed. The same shall not be put out sooner than the night prior to garbage service, and shall be picked up by owner on same day.
11. Certain of the aforesaid lots have townhouses already constructed thereon, or townhouses in process of construction, and the owner proposes to construct on each of the remaining lots a townhouse. In the matter of the construction and completion of each of said townhouses certain eaves, roof overhangs and brick veneer attached to the structural walls will or may encroach over onto the air space of an adjoining or contiguous lot. There is hereby created on each of said lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the valid easements for each of said encroachments or overhangs, there is also granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the further event that any structure comprising a said townhouse is totally destroyed and then rebuilt, the owners of said townhouse so affected agree that said encroachments, and easement shall be permitted in the matter of the reconstruction and the right of maintenance shall continue to exist.
12. It is stipulated that as to each cluster of all residential units built, the paint on the woodwork of the front elevation of each unit shall be of the same color, and shall not be changed as to any residential unit, unless the change is agreed to by the owners of all residential units in such numbered lot, and such change in color shall be made as to all of the residential units.
13. **REQUIREMENT TO REPAIR AND REBUILD:** In the event of the damage or destruction of any residential unit, by fire, windstorm, or other cause, it shall be the duty and obligation of the owner of such residential unit to restore the same to its condition, as it existed prior to such damage or destruction, without undue delay. This provision is for the benefit of the owners of all units in each cluster of buildings, to preserve the appearance thereof.
14. **MAINTENANCE:** Each Lindsay Court 1-6 Townhouse owner shall be responsible for:
 - a) 2.5% of repair or replacement cost of the central entry drive entering from Lindsay Street.
 - b) 16.7% of repair or replacement of the shared drive between and north of units 1-6.
 - c) Each owner will maintain both north and south entry landscape areas in general conformity with the other five units of Lindsay Court, Phase I.
 - d) Any repair or replacement of building exterior (i.e. roof, gutters, cornice, doors, etc.) shall be in conformity with Lindsay Court, Phase I.
15. **TERM:** 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Any such agreement, to be effective, shall be recorded in the Register's

Book and Page: GI 5002 360

Office of Hamilton County, Tennessee, prior to the expiration date of the restricting covenants; or, thereafter, prior to the expiration date of any ten year period.

- 16. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, to restrain such violation, and to recover such damages as may accrue, with court costs and reasonable attorneys fees to be considered liquidated damages. Any owner in the subdivision shall have a right to maintain such action; providing, if any owner or owners shall bring such action and shall fail in their suit, they shall be liable to the party or parties sued for damages resulting therefrom including court costs and reasonable attorneys fees incurred.
- 17. SEVERABILITY: Invalidation of any one 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. The Owner intends to develop nearby properties. The Owner reserves the right to impose different restrictive covenants as such land usage develops.

IN WITNESS WHEREOF this instrument is executed by Thomas W. Van Cleave, d/b/a Lindsay Court, Proprietorship, all effective as of the 23 day of July, 1997.

Thomas W. Van Cleave
 Thomas W. Van Cleave
 DBA Lindsay Court,
 a Sole Proprietorship

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 23 day of July, 1997, before me personally appeared THOMAS W. VAN CLEAVE, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

James N. Tucker

 NOTARY PUBLIC

My Commission Expires: 9/30/98

Instrument: 2000012800104
 Book and Page: 61 5526 951
 Processing Fee \$2.00
 Recording Fee \$12.00
 Total Fees \$14.00
 User: KLVNN
 Date: 28-JAN-2000
 Time: 10:03:12 A
 Contact: Pam Hurst
 Hamilton County Tennessee

McCONNELL HOME PLACE
Lots 11, 13, 15, 16, 17, 18
 also known as

Phase II LINDSAY COURT: Units 7, 9, 10, 11, 12, 14 & 15
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHTS

Prepared by: Michael M. Allison
 Attorney At Law
 6401-C Lee Highway
 Chattanooga, TN 37421

 File: Title Services of Tennessee, Inc.
 6401-C Lee Highway
 Chattanooga, TN 37421

This declaration made on this day by Thomas W. Van Cleave, hereinafter referred to as "owner", for Lindsay Court, which is legally described on a plat duly filed in the Register's Office of Hamilton County Tennessee as MCCONNELL HOME PLACE in plat book 59, page 399, in said Register's Office.

Whereas, the owner owns in fee simple Units Nos. 7, 9, 10, 11, 12, 14 & 15, Lindsay Court, as shown by plats of record in the Register's Office of Hamilton County, Tennessee; and,

Now, therefore, the owner hereby declares that the units owned by it, as above set forth, and the other lots listed, as to those owners thereof who join in the execution of this instrument, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights, which are for the purpose of creating uniformity, protecting the value and desirability of said lots, and which shall run with the land, and be binding on all parties now or hereafter having any right, title or interest in said units or any part thereof, and shall inure to the benefit to each owner thereof.

1. **LAND USE AND BUILDING TYPE:** Said property shall be used for residential and no building shall be erected, altered, or placed in any one of said numbered units, other than one single-family dwelling.
2. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved in writing by Tom Van Cleave (or, in the event of his death or legal incapacity to act, by the Architectural Control Committee hereinafter provided for), as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.
3. No fence or wall shall be erected, placed or altered on any lot in the subdivision, other than indicated on the subdivision plat of units 7, 9, 10, 11, 12, 14 and 15 Lindsay Court executed by Developers of Subdivision.
4. **DWELLING COST, QUALITY AND SIZE:** Any single-family dwelling erected in the subdivision must contain a total square foot area of not less than 1200 square feet, which may include both the ground floor and the upper floor or floors thereof.
5. **EASEMENTS:** Easements to each individual lot for installation of electrical lines, HVAC lines, CATV or phone lines, sanitary sewage disposal lines and drainage easements are shown on the subdivision plat, and are hereby reserved for the purposes shown. The creation of said easements or right of access shall not prevent the use of the area by the owner for any permitted purpose. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Further, easements for vehicular and pedestrian ingress and egress over certain paved areas as to the owner's of all townhouses are designated on said plat, and owner/developer hereby grants to each townhouse owner the permanent right of usage of these easements as set forth on the plat, which easements are intended to run with the land.
6. **NUISANCES:** 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.
7. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
8. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period. Also, a sign of the construction lender.
9. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Cook

10. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage and trash containers are to be covered, or shall be of plastic or similar material, securely closed. The same shall not be put out sooner than the night prior to garbage service, and shall be picked up by owner on same day.
11. Certain of the aforesaid lots have townhouses already constructed thereon, or townhouses in process of construction, and the owner proposes to construct on each of the remaining lots a townhouse. In the matter of the construction and completion of each of said townhouses certain eaves, roof overhangs and brick veneer attached to the structural walls will or may encroach over onto the air space of an adjoining or contiguous lot. There is hereby created on each of said lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the valid easements for each of said encroachments or overhangs, there is also granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the further event that any structure comprising a said townhouse is totally destroyed and then rebuilt, the owners of said townhouse so affected agree that said encroachments, and easement shall be permitted in the matter of the reconstruction and the right of maintenance shall continue to exist.
12. It is stipulated that as to each cluster of all residential units built, the paint on the woodwork of the front elevation of each unit shall be of the same color, and shall not be changed as to any residential unit, unless the change is agreed to by the owners of all residential units in such numbered lot, and such change in color shall be made as to all of the residential units.
13. **REQUIREMENT TO REPAIR AND REBUILD:** In the event of the damage or destruction of any residential unit, by fire, windstorm, or other cause, it shall be the duty and obligation of the owner of such residential unit to restore the same to its condition, as it existed prior to such damage or destruction, without undue delay. This provision is for the benefit of the owners of all units in each cluster of buildings, to preserve the appearance thereof.
14. **MAINTENANCE:** Lindsay Court Townhouse owners of units 7, 9, 10, 11, 12, 14 & 15, shall each be responsible for:
- 2.0% of repair or replacement cost of the central entry drive entering from Lindsay Street.
 - 14.3% of repair or replacement of the shared drive between units 7 and 8 and drive east of units 9-14.
 - Each owner will maintain both east and west entry landscape areas in general conformity with the other five units of Lindsay Court, Phase I.
 - Any repair or replacement of building exterior (i.e. roof, gutters, cornice, doors, etc.) shall be in conformity with Lindsay Court, Phase II.
15. **TERM:** 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Any such agreement, to be effective, shall be recorded in the Register's Office of Hamilton County, Tennessee, prior to the expiration date of the restricting covenants; or, thereafter, prior to the expiration date of any ten year period.
16. **ENFORCEMENT:** Enforcement's shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, to restrain such violation, and to recover such damages as may accrue, with court costs and reasonable attorneys fees to be considered liquidated damages. Any owner in the subdivision shall have a right to maintain such action; providing, if any owner or owners shall bring such action and shall fail in their suit, they shall be liable to the party or parties sued for damages resulting therefrom including court costs and reasonable attorneys fees incurred.
17. **SEVERABILITY:** Invalidation of any one 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. The Owner intends to develop nearby properties. The Owner reserves the right to impose different restrictive covenants as such land usage develops.

IN WITNESS WHEREOF, this instrument is executed by Thomas W. Van Cleave, d/b/a Lindsay Court, Proprietorship, all effective as of the 27 day of JAN, 2000.

Thomas W. Van Cleave
Thomas W. Van Cleave

DBA Lindsay Court,
a Sole Proprietorship
Book and Page: GI 5526 953

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 27 day of January, 2000, before me personally appeared THOMAS W. VAN CLEAVE,
to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who
executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

Michael W. Gibson

NOTARY PUBLIC

My Commission Expires: February 23, 2002

