

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR TRACT II

OF MINNEKAHDA ESTATES

THIS DECLARATION, made on the date hereinafter set forth by Wyatt E. Craft and Diane E. Craft, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, WYATT E. CRAFT and wife, DIANE E. CRAFT, sometimes hereinafter referred to as "Developer" are the fee simple owners of certain real estate situated in the city of Chattanooga, Hamilton County, Tennessee; the same being the real property conveyed to WYATT E. CRAFT and wife, DIANE E. CRAFT by Deed recorded in Deed Book 3380, pages 122-125 in the Hamilton County Register's Office and duly platted in Plat Book 43, Page(s) 95 in the Register's Office of Hamilton County, Tennessee, and,

WHEREAS, it is the desire of the Developer to promote the orderly growth of a residential subdivision and to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the tone of the community and, thereby, to secure each lot owner the full benefit and enjoyment of his lot:

NOW, THEREFORE, the Developer thereby subjects the real property described in said Plat to the following declarations as to limitations, restrictions, easements and uses to which the lots constituting said subdivision may be put and, hereby, specifies that such declaration shall constitute covenants to run with all the land as provided by law and shall be binding upon all parties and all persons claiming under them whether referred to in subsequent conveyances or not and for the benefit of and limitation on all future owners in said subdivision. This declaration is designed for the purpose of keeping the subdivision desirable and suitable in architectural design and use as specified herein and is designed to insure the continued preservation and beauty thereof.

SECTION I

PURPOSES, PERMITTED USES,

CONDITIONS, COVENANTS, AND RESTRICTIONS

(A) RESIDENTIAL PURPOSE ONLY

All lots shall be for residential purposes only - all business use of whatever nature being specifically prohibited, and no structures of any type

*Wyatt Craft
1309 Woodhill Drive
Chatt, Tenn, 37405*

*Prepared by: Thomas Cutchfield, Atty
424 Georgia Ave.
Chattanooga, TN. 37402*

shall be erected or maintained on any lot other than detached single family dwellings. This shall not be construed as to prohibit the erection of servant's quarters, private swimming pools (or bath houses associated therewith). Furthermore, this shall not be construed as to prohibit the erection of structures commonly associated with gardens; however, it is expressly provided that metal storage buildings and sheds are prohibited. Plans for such servant's quarters, bath houses, swimming pools, and garden structures, shall be submitted to the Developer for approval prior to the commencement of construction of the same.

(B) APPLICABLE SETBACKS

A dwelling unit, or any part thereof, (exclusive of terrace, stoops, steps, and/or other such areas not covered by a roof), shall not be located nearer than fifty (50) feet from the front line or nearer than fifty (50) from the street line on which it faces, as the case may be. No dwelling unit shall be located nearer than twenty-five (25) feet to any side or interior lot or property line nor nearer than twenty-five (25) feet from any side street line (unless the dwelling unit fronts on said side street; in which case, the fifty (50) foot setback, as herein above set out, will be applicable). There shall be at least a twenty-five (25) foot rear setback; provided, however, that lot 5, lot 6, and lot 7 as shown in said plat shall not be subject to said fifty (50) foot frontage setback. A lot owner may apply to the Developer for a variance of the above setback requirements. The authority and the power to grant such a variance, is, hereby, expressly retained by the Developer; provided, however, that in order to be effective, any such variance granted, shall be in writing, signed by the Developer, and duly recorded in the Register's Office of Hamilton County, Tennessee. No granted variance shall be construed as abrogating the terms of this instrument as those terms may apply elsewhere.

(C) ANIMALS

No sheep, goats, fowl, swine, horses, or the like barnyard or farm animals shall be permitted to roam or remain on the premises excepting the usual domestic pets, providing said domestic pets shall not be kept, bred, or maintained for any commercial purpose.

(D) BUSINESS USE

No commercial or business use which causes visible commercial activity or which is in violation of applicable zoning laws shall be permitted.

(E) NOXIOUS ACTIVITY

There shall be no noxious or offensive activity creating a visual nuisance or nuisance by noise, odor, or otherwise.

(F) COMMERCIAL VEHICLES = JUNK VEHICLES

No commercial trucks and no trucks larger than a regular size pick-up truck or van shall be parked in driveways or on the streets at any time; provided, however, usual commercial pick-up and delivery trucks are permitted to serve the needs of lot owners. Furthermore, no inoperative junk cars, trucks, or other vehicles of any type or nature shall be kept or parked on any of said lots at any time (except as hereinafter provided).

(G) TEMPORARY STRUCTURES = COMPLETION PERIOD

There shall be no tent, shack, mobile home, basement, trailer, or any other temporary structure of any kind, unless specifically approved by the Developer; and, further, no dwelling shall be occupied until it is completed. All dwelling units shall be completed within one (1) year after the commencement of construction (as defined by the Lien Statutes of the State of Tennessee).

(H) UNKEMPT CONDITIONS

Lot owners shall be expected to adequately maintain their lots and to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds. No refuse, litter, trash, or other pile of debris or unsightly objects shall be allowed to be placed or suffered to remain on any lot.

(I) FENCES

No fence shall be erected on any lot in said subdivision unless the approval for the erection thereof is first obtained from the Developer.

(J) NO EXPOSED CONCRETE BLOCK

In the erection and construction of dwelling units and other permitted improvements on said lots, there shall be no exposed concrete blocks. All concrete blocks shall be covered with brick, stucco or natural stone - pumice stone, asbestos, and man-made stone being expressly forbidden. It is

expressly provided that the Developer may vary this requirement in the event that architectural style of a submitted set of plans would demand it and, further, provided that the aesthetic appearance of the completed improvement would be acceptable. The decision of the Developer in its own discretion shall be deemed binding and conclusive on all parties.

(K) RESUBDIVISION OF LOTS

There shall be no resubdivision of any lot or lots within the subdivision excepting that two (2) or more adjoining lots may be combined such that a single dwelling unit may be erected upon the resulting lot.

(L) SEWAGE DISPOSAL

Before any dwelling unit on any lot shall be occupied, it must be connected to the sanitary sewer system of the City of Chattanooga, Tennessee, in accordance with the ordinances of said City of Chattanooga, Tennessee.

(M) DRIVEWAYS

All driveway cut-ins from the street shall be illustrated on the plot plans submitted to the Developer, and the Developer must approve said plans before said driveway cut-in may be constructed.

(N) GARAGE DOORS

All garage doors shall be closed at all times except during ingress and egress.

(O) CLOTHESLINES

No outside clotheslines of any kind or nature whatsoever will be permitted on any lot at any time.

(P) IMPROVEMENTS AFTER COMPLETION

Any improvement commenced after completion of a dwelling unit (completion date of dwelling unit shall be conclusively established by the date set out in the Notice of Completion filed in the Register's Office of Hamilton County, Tennessee, or upon the expiration of one year from the date of visible commencement of construction, as the case may be), such as remodeling, will be completed within six (6) months from the date of commencement of construction.

(Q) SIGNS

No signs, billboards, or advertising devices of any kind or nature, whatsoever shall be placed, displayed, or installed on any lot or on any improvement thereon. This prohibition is intended to specifically, but not limited to, political signs and "For Sale" signs.

(R) GARBAGE REMOVAL

All refuse, garbage, and trash shall be collected in suitable containers which shall be stored, except for days of garbage collection, in areas out of view from users of any public right-of-way. Each lot owner will be responsible for arranging for removal of his garbage and will be solely responsible for paying charges incurred for same.

(S) BOATS AND CAMPERS

Anything herein to the contrary notwithstanding, lot owners shall be allowed to store mobile campers and boats upon mobile trailers which are owned by and used by lot owners for recreational purposes only - provided that any such vehicle or device is at all time stored inside a garage and out of view from users of any public rights-of-way.

(T) SATELLITE DISHES

Satellite dishes or similar devices employed for the reception of a television signal are prohibited unless the same can be installed so as to be out of view from the users of any public rights-of-way and from any adjoining land owners.

(U) ROOFS

The roof of any dwelling erected within the subdivision shall be constructed of either machine-split cedar shingles, handsplit cedar shingles, slate, man-made (mineral fiber) slate, or a roofing material approved by the Developer. Moreover, roofs within the subdivision shall have a minimum pitch of nine in twelve on that portion of a particular roof which covers the majority of a dwelling unit. It is expressly provided that the Developer may vary this requirement in the event architectural style of a submitted set of plans would demand it; and, further, provided that the aesthetic appearance of the completed improvement would be acceptable. The decision of the Developer in his sole discretion shall be deemed binding and conclusive upon all parties.

(V) PEST, REPTILE AND FIRE CONTROL

No lot owner shall maintain his property or any improvements thereto in such a condition as to constitute a fire hazard and no lot owner shall allow his property or any improvements thereto to become infested with pests or reptiles. No lot owner shall make any improvement to his property which

would constitute a fire hazard as defined by any applicable building or safety code in effect at the time of the improvement.

(W) SUBSTANTIALLY DAMAGED DWELLING UNITS

Any substantially damaged dwelling units shall be restored, repaired, or removed within one hundred eighty (180) days from the date of the damage.

(X) CARPORTS

No carports of any type shall be permitted to be erected or allowed to remain on any lot.

(Y) POLLUTION CONTROL

In the interest of public health and sanitation and so that the subdivision and all other land in the same locality may be benefited, the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses thereof, lot owners shall not use the above described property of any purpose that would result in the pollution of any water way that flows through or adjacent to such property by refuse, sewage, or other material that might tend to pollute the waters of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.

(Z) SQUARE FOOTAGE

No principal dwelling unit shall be constructed containing less than thirty five hundred (3500) square feet of heated/air conditioned space. Provided, however, this restriction shall not apply to lot 5, lot 6, or lot 7; and regarding lot 5, lot 6, and lot 7, no principal dwelling unit shall be constructed containing less than three thousand (3000) square feet of heated/air conditioned space.

SECTION II

ARCHITECTURAL CONTROL

No dwelling unit or other structure, including swimming pools, shall be commenced, erected, or maintained upon any lot nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the square footage, nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the Developer as to harmony of external design and location in relation to ~~surrounding structures and topography~~.

Refusal or approval of plans, specifications, location, or color may be based upon any ground, including purely aesthetic considerations which, in the sole discretion of the Developer, shall be deemed sufficient. One (1) copy of all plans and one (1) copy of a specification sheet and other related data shall be furnished to the Developer for his records. A plot plan shall, also, be furnished to the Developer showing the approximate location of the improvements on a lot. Furthermore, there shall be submitted actual examples of the anticipated exterior color scheme to be used in construction of the improvement. In the event the Developer fails to approve or disapprove such design, location, and color scheme within thirty (30) days after said plans and specifications have been submitted to him, approval will not be required and this article will be deemed to have been fully complied with. Approval of the plans and specifications by the Developer is to preserve and protect overall harmony of design within the subdivision. Approval or disapproval of plans or specifications by the Developer shall not be construed as an approval or disapproval of the architectural or structural soundness of said plans. Each owner shall be individually responsible for the technical aspects of the plans and specifications. Decisions of the Developer shall be final and binding.

SECTION III

ENFORCEMENT

Any lot owner shall have the right to enforce by any proceeding at law or in equity all covenants, restrictions, and conditions, now or hereinafter imposed by the provisions of this Declaration. Any failure to enforce upon the breach of any covenant, shall not be deemed a waiver or estoppel to enforce such future breaches and the continuing failure to observe such covenants shall be deemed a new breach on each calendar day it continues, regardless of the fact that no new act or occurrence has been taken by the defaulter but simply by the continuing event of breach which is contrary to the restrictive covenants. In the proceeding brought hereunder to enforce said restrictions, conditions, covenants or reservations, any lot owner shall be entitled, in addition to injunctive relief and damages, to the cost and expenses of such action or proceeding, including a reasonable attorney's fee should the court grant the relief sought in such action or proceeding.

SECTION IV

EASEMENT ON DRIVEWAY

Developer will retain ownership of the driveway as indicated on said plat which extends from Hixson Pike to the current residence located on lot 1. Developer covenants that he will convey unto the Purchasers of lot 1, lot 2, lot 3, lot 4, and lot 10 an easement for the use of the driveway as indicated on said plat. The easement conveyed to Purchaser will extend from Hixson Pike through Purchaser's property or to Purchaser's driveway if said easement does not pass through Purchaser's property. However, Developer disclaims any obligation to maintain or repair the driveway and a delivery of the Deed by Developer shall constitute full consideration for a full release of any liability which may have arisen or which may arise in the future regarding his possible liability for any damage which any lot Purchaser or his successors in interest may incur arising out of the condition of said driveway. It shall be the responsibility of any Purchaser and his successors in interest to repair and maintain in a safe condition that portion of said driveway which transverses his lot, and, by accepting delivery of the Deed, Purchaser agrees to indemnify and hold harmless Developer for any injury or damage occurring to anyone on that portion of said easement which transverses Purchaser's lot, and the delivery of the Deed to Purchaser shall constitute full consideration for this indemnity and hold harmless agreement.

No less than all other covenants contained herein, the release, indemnity, and hold harmless agreements are covenants which run with the land as provided by law.

SECTION V

SEVERABILITY

Invalidation of any one (1) of these covenants, conditions, or restrictions by judgement or court order, shall in no way affect any other provisions which shall remain in full force and effect.

SECTION VI

CAPTIONS

The captions herein are inserted only as a matter of convenience and for ease of reference and are in no way intended to limit, define, or describe the scope of the provisions contained in that section.

SECTION VII

USE OF TERMS

Any use, herein, of the singular shall include the plural, and the masculine the feminine, as the context may require.

SECTION VIII

INTERPRETATION

The provisions contained herein shall be liberally construed so as to accomplish their intended purpose.

SECTION IX

GOVERNING LAW

This instrument shall be interpreted and construed in accordance with the laws of the State of Tennessee.

SECTION X

SIGNARILITY

Developer may assign any rights which he has herein to any lot owner or Purchaser.

This 6th day of September, 1988.

E 3394

IDENTIFICATION REFERENCE

SEP 6 9 16 AM '88

SARAH P. OF FRIESE
REGISTRAR
HAMILTON COUNTY
STATE OF TENNESSEE

39/36/88

MISC

36.00

**36.00

C

Wyatt E. Craft

Diane L. Craft

STATE OF TENNESSEE

COUNTY OF HAMILTON

On this 6th day of September, 1988, before me personally appeared Wyatt E. Craft Diane L. Craft, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Witness Whereof, I have hereunto set my hand and Notarial Seal.

Sherry D. Astor
NOTARY PUBLIC



My Commission expires:

7/92