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Prepared by J. Michael Sharp, Attorney
Cleveland, Tennessee

RESTRICTIONS) FOR A VALUABLE CONSIDERATION, the receipt
MOUNTAIN PASS) of which is hereby acknowledged, I,
SUBDIVISION) MARJORIE P. MAYFIELD, of Hamilton County,
UNIT II) Tennessee, being the owner of the land known
as Mountain Pass Subdivision, Unit II, a
Plat of which is recorded in the Register's
Office, Hamilton County, Tennessee, in
Plat Book 52, page 137, have divided
said property into building tracts and in order to develop, protect and
maintain a desirable community and high standards of property values
therein, and with the intent that each dwelling shall at least \$53.00
per square foot cost based upon 1994 prices, and for the benefit of all
purchasers, owners or holders of lots or tracts within said Subdivision,
the following special covenants and restrictive conditions are hereby
made covenants and restrictive conditions to run with the land, whether
or not they be mentioned or referred to in subsequent conveyances of
said lots or tracts, or portions thereof; and all conveyances within
said Subdivision shall be accepted subject to said special covenants and
restrictive conditions and to the penalties herein provided for their
violation or attempted violation as fully as if incorporated into and
made a part of each conveyance in detail.

1. LAND USE. All lots or tracts shall be used for residential
purposes only. There shall be no business of any kind located upon any
tract nor shall any business of any kind be operated out of any home.
At no time shall any lot or tract be used in whole or part as a street
right of way or for any utility easements connecting from said street
within the Subdivision with any land outside the Subdivision except with
the express written and recorded approval of the Developers, their heirs
or assigns.

2. ARCHITECTURAL CONTROL. No construction of any building shall
begin until the plans and specifications and a plan showing the location
of the structure shall have been approved by David Mayfield or one or
more persons designated by him or by a property owners committee if such
shall have been created. IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF
LOTS IN THIS SUBDIVISION AGREE that the architectural control person or
committee as applicable, may require any changes, not otherwise
prohibited in these Restrictions, concerning size, design, style,
location, type of exterior, etc., with regard to the building. The
decision of David Mayfield or his successor in interest or the
committee, if such shall have been appointed, shall be final. Where the
conflict cannot be reconciled, David Mayfield or his successors in
interest, shall, upon demand of the original purchaser, refund, without
interest and without payment of any charges, the amount originally paid
to Marjorie P. Mayfield or David Mayfield for the lot in conflict.

3. BUILDING TYPE AND LOCATION. No structure shall be erected or
maintained on any lot or tract other than a detached single-family
dwelling, not to exceed two and one-half stories in height, EXCEPT on
Lot 22 which shall not exceed one-story in height, and not more than one
residence shall be permitted upon any one lot or tract as shown on the
original recorded Plat. Each dwelling shall have a garage which shall
be attached to the main dwelling.

There shall be no dwellings or buildings erected of a geodesic
dome design or of any extremely unusual design without the express
approval of the Developer or his assigns. There shall be no
artificially or man-made stone materials used. All roofs shall be
covered with cedar shakes or dimensional shingles unless the Subdivision
Developer shall approve a different material. All roofs shall contain a
pitch ratio of 7 to 12. All buildings shall have wood windows and if a
chimney is used it shall be of masonry construction. All foundations
shall be of brick or mountain stone unless otherwise approved by the
Developer or his assigns. All driveways shall be of concrete with the
exception of those driveways located on Lots 6 and 9 as shown on the
aforementioned Plat. The driveways on Lots 6 and 9 shall be of either
concrete construction, asphalt or a hard type surface pea gravel and/or
tar mixture. As to Lot 7, no asphalt or hard surface pea gravel and/or
tar mixture driveway shall be permitted. Specifically, Lot 7 driveway
shall be of a concrete surface.

Marjorie P. Mayfield
5826 Mountain Pass Dr.
Bellemeade, Tenn. 37013

C.A. # 1061

Mailboxes shall be of brick construction. There shall be no metal, wire, or chainlink fencing. Any other type of fencing shall be of new materials and kept in good condition at all times. All exposed flashing material used in the construction of any dwelling and/or outbuilding, including but not limited to, flashing used around chimneys and in the valleys of roof tops shall be of copper material.

Dwellings shall be set back from the street as required on the recorded Plat of this Subdivision, but it is clearly understood that if no minimum is shown on the recorded Plat then the minimum setback shall be at least 75 feet from the street upon which the dwelling shall face.

Gardens shall be located not less than 100 feet from all roads, and shall always be located to the rear of a line projecting the rear (opposite from road upon which the dwelling faces) house line, and shall further be to the rear of the dwelling of each adjacent lot to the extent possible. It is intended by this paragraph that no garden shall be or become unsightly or a nuisance to the adjacent neighbors.

4. SWIMMING POOLS. In-ground only swimming pools are permitted and must be fully enclosed by a fence approved by the Developer and must meet all then existing governmental requirements. Above-ground pools are not permitted.

5. DRIVEWAYS DURING CONSTRUCTION. Before any construction is begun a temporary driveway with at least crusher-run stone thereon shall be installed and said drive shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road. After construction is completed, the driveway shall be of concrete construction with proper crowning and drainage and shall be completed within three (3) months after the initial occupancy of the dwelling.

6. SUBDIVISION OF LOTS OR TRACTS. No lot or tract shall be subdivided by anyone other than the Original Developers or either of them who shall have the authority to re-subdivide any lot or tract, but in no event shall the re-subdivision of any lot or tract contain less than one-third (1/3) of an acre of land. However, this does not preclude the addition of a portion of a lot to another lot, so long as the lot from which the portion is taken contains at least 51% of its original lot size. Furthermore, this provision does not preclude the building upon two or more lots, in which case said lots shall be considered one lot for all purposes under these Restrictions. No lot or tract shall be divided for the purpose of creating a new or separate lot for building purposes; each division, except as made by the Subdivision Developers or either of them, shall be for the purpose of adding to an adjacent tract of land.

7. DESIRED DWELLING SIZES. The minimum square footage of living area of each single-level dwelling, exclusive of basements, porches, breezeways, terraces, garages, etc., shall be 2,400 square feet; and any one and one-half or two-story dwellings shall contain not less than 2,400 square feet of living area as above designated with the ground floor containing not less than 1,400 square feet of living area. The square footage of any split level or other non-designated dwelling shall be as the Subdivision Developer shall approve in accordance with Paragraph 2 above. Garages with openings concealed from the street shall be desired; however, David Mayfield or his designee or the committee under Paragraph 2 above, may permit different locations.

8. UTILITY AND DRAINAGE EASEMENTS. There shall be imposed upon all interior lot or tract lines, a utility and drainage easement of five (5) feet. And on all lot or tract lines abutting land adjacent to the Subdivision there shall be a ten (10) foot utility and drainage easement; there is also imposed upon all lots or tracts a fifteen (15) foot utility easement along the street lines. The recorded Plat calls for certain special drainage and utility easements and it is understood that the more strict or the greater width shall prevail. ALL UTILITY WIRES FROM STREET TO BUILDINGS UPON EACH LOT OR TRACT SHALL BE BURIED. There shall be no exposed service connecting wires for electricity, telephone, cable, or otherwise from streets to any structure. Developer reserves the right, without liability, to remove trees along lot lines for installation of any type utility or sewer.

9. TEMPORARY STRUCTURES OR MOBILE HOMES. No mobile homes, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot or tract within said Subdivision. Specifically prohibited is the partial construction, such as a basement of a house. Such structure shall be considered temporary and is prohibited.

10. ANIMALS. No animals except household pets shall be kept on said lots or tracts, and they shall not be kept or maintained for any commercial purposes.

11. SEPTIC TANKS. All dwelling houses not connected with public sewer lines shall be equipped and properly serviced by a septic tank constructed in accordance with the requirements of the State Board of Health. The recorded Plat has certain prohibitions as to field lines for septic systems and they shall be viewed as mandatory in accordance with the Health Department including a requirement that no field lines shall come within twenty five (25) feet of drainage easements as are shown on said recorded Plat.

12. NUISANCES. No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The having or allowing of trailers, junk, such as stoves, constitute a nuisance per se. Boats, motorhomes, and recreational vehicles, may be kept on the lots in said Subdivision so long as they are kept either inside the enclosed garage of the dwelling unit or kept in the rear of the dwelling in such a place so as not to interfere with any adjoining landowners use and enjoyment of his or her property and kept a minimum of fifty (50) feet from any adjoining lot owners property line. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise, shall likewise constitute a nuisance per se. Also, the non-removal for ninety (90) days after occupancy of a dwelling of all building material, such as blocks, bricks, lumber, etc., from street view shall be a nuisance. Also, any dwelling which has been destroyed or damaged to any degree which is externally visible shall be repaired or removed within six (6) months from such destruction or damage and the failure to do so shall be a nuisance per se. Satellite dishes are prohibited and the installation of or allowing the same upon any lot or tract within the Subdivision shall be considered a nuisance, per se.

13. STREET DEDICATION. All streets shown on the Plat are hereby dedicated to public use.

14. SUBDIVISION MAINTENANCE. To maintain the beauty and property values, each lot or tract owner shall be responsible for keeping his entire land area in a neat and attractive condition by mowing, trimming, etc. The responsibility of the Developer, other than as a landowner, shall terminate upon the "final approval" by the appropriate Planning Commission and the recording of the Subdivision Plat.

15. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.

16. DRILLING. No oil drilling, oil development operation or refining, quarrying or mining operations shall be permitted upon or in any lot, nor shall oil wells, tanks, etc., be permitted upon any lot.

17. RUBBISH. No lots shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in closed, sanitary containers kept at the rear of each individual unit.

18. WATER SUPPLY SYSTEM. No individual water supply system shall be permitted on any lot, unless such system is located, constructed and equipped with requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority. Approval of such a system must also be approved by sixty percent (60%) of the owners of said units.

19. MAINTAINING OF CURBING AND STREETS. The owner of each lot, particularly during construction, shall maintain and keep in good repair the curbing and streets adjacent to said lot, and shall replace and/or repair the curbing and/or the streets that are damaged by himself, his builders, agents or servants.

20. OUTBUILDINGS. One (1) outbuilding of like kind, character, type, quality and appearance as the dwelling units themselves shall be permitted on each individual lot.

21. TREE CUTTING. No tree having a diameter of more than 15 inches may be cut without the prior approval of the Developer.

22. COMPLETION. Once construction has begun, each individual unit shall be completed in not more than nine (9) months, otherwise it shall be considered a nuisance under the terms of these restrictions.

23. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until 1 August 2019, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of lots or tracts within said Subdivision, it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot or tract as originally sold by the Developer shall be construed as having one vote.

24. INVALIDATION. The invalidation of any of these covenants or word, phrase, or clause therein by judgment, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.

25. ENFORCEMENT. In the event that any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of such violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lots or tracts or of the then constituted public authorities to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive and all other proceedings, which costs and attorney fees are prescribed as liquidated damages; and shall also be liable for such other and additional damages; and shall also be liable for such other and additional damages as may accrue. The remedies provided in this paragraph shall be exclusive, but shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said Restrictions.

221653

STATE OF TENNESSEE
COUNTY OF HAMILTON
NOTARY PUBLIC
SHEILA K. ROBINSON

WITNESSED by my signatures this 30 day of Aug, 1994.

BE: Sheila K. Robinson
DEPUTY
716795

Marjorie P. Mayfield
Marjorie P. Mayfield

David Mayfield
David Mayfield

08/30/94

16.00

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STATE OF TENNESSEE
COUNTY OF Hamilton

Before me personally appeared MARJORIE P. MAYFIELD and DAVID MAYFIELD to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged the execution of the same as their free act and deed.

WITNESSED by me this 30 day of August 1994.

Sheila K. Robinson, NOTARY PUBLIC
My Commission Expires 10-3-95