

mail James D. Lee
1109 Keith Concord
Chatta, 2, 37421

RESTRICTIVE COVENANTS

LOTS ONE HUNDRED TWO (102) THROUGH ONE HUNDRED SIX (106) AND
LOTS ONE HUNDRED EIGHT (108) THROUGH ONE HUNDRED NINETEEN (119),
MOUNTAIN SHADOWS ESTATES PHASE NO. ONE (1), OF UNIT NO. TWO (2)

WHEREAS, the Undersigned, JAMES D. LEE, and Wife, BRENDA R. LEE are the beneficial owners of certain property in Hamilton County, Tennessee, being the property platted as Lots One Hundred Two (102) through One Hundred Six (106) and Lots One Hundred Eight (108) through One Hundred Nineteen (119), Mountain Shadows Estates, Phase No. 1, of Unit No. 2, as shown by plat recorded in Plat Book 32, Page 72, in the Register's Office of Hamilton County, Tennessee; (with record title thereto being vested in James D. Lee, Trustee); and,

WHEREAS, it is the plan of the Developers to devote the lots in said Phase and Unit of said Subdivision to restricted residential purposes; excluding therefrom Lot 107 which is reserved for community development;

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owners, as well as the future 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 in said subdivision 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, with attached carport, or garage, which may also be located in the basement, and which must be for a minimum of two cars. If practical, the garage doors must open from the side or rear elevations of the residence.

(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 building shall be located on any lot nearer than 50 feet to the front lot line or nearer than 20 feet to any side street line, or nearer than 10 feet to any interior lot line; further, there are certain set-back requirements provided for and shown on the subdivision plat, which are incorporated in and made a part of these Restrictive Covenants. No structure, other than a swimming pool, outdoor fireplace, etc., of approximate ground level construction, shall be located nearer than 35 feet to any rear lot line. However, it shall be permissible for James D. Lee to reduce the front line requirement down to 35 feet, without compliance of (c) herein. For the purposes of this covenant, awns, steps, and open porches shall not be considered as a part of the building, providing, however, this shall not be construed to permit any portion of the building on the lot to encroach upon another lot. (No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any lot that does not conform to the zoning laws and regulations applicable thereto).

(d) It is provided that not more than one dwelling house 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 re-arrangement 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, subdivision regulations in effect thereon.

(e) 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. In particular, tractor trucks shall not be frequently or habitually kept parked on a driveway, nor shall the owner of any lot in the Subdivision park a tractor truck in the street or streets therein.

(f) 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 (f) 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 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.

(g) 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.

(h) No dwelling house shall be erected or permitted to remain in the subdivision unless it has the number of square feet of enclosed living area, exclusive of open porches or screened porches, carports, garages or basements, set forth in this paragraph. For the purposes of this paragraph, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, eaves and steps. In the case of houses which are known as "split-levels" in order for a level to qualify as a main living area, it must be exposed for full height on three sides. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of James D. Lee, his successors, designates, or assigns, shall be final. The number of square feet required is as follows:

- (i) A 2-story residence with attached double garage or carport, 1200 square feet, on the first floor of such residence, and a minimum of 800 square feet on the second floor;
- (ii) A 1-story residence with full basement and with attached double garage or carport, 2000 square feet;
- (iii) A 1-story residence with full basement, with double garage in basement, 2300 square feet;
- (iv) A 1-1/2 story residence with attached double garage, 1500 square feet on the first floor and 600 square feet on the second floor.
- (v) A 1-1/2 story residence with a garage in basement, 1650 square feet on the first floor and 600 square feet on the second floor.
- (vi) A split-level, with attached double garage or carport (not counting finished basement) 2000 square feet.
- (vii) A split-level residence with garage in basement (not counting finished basement) 2300 square feet.
- (viii) A 2-story residence with garage in the basement, 1500 square feet on the first floor and 1000 square feet on the second floor.

(i) All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots.

(j) It shall be permissible for James D. Lee to rearrange boundary lines of lots, if so desired, and to combine lots or parts of lots into one building plat, provided the same does not result in an increase in the number of lots once the subdivision plat has been recorded.

(k) The exterior front and side elevations of all buildings shall be of either wood (horizontal boards, vertical board and batten, or similar), or aluminum or stone, or brick, or masonry (horizontal board, textured or grooved panels or similar). In any event, if horizontal boards are used, not over 8 inches of each board may be exposed to the weather. All retaining walls shall be of stone or brick finish. All front and side foundation elevations shall be brick or stone finish. The rear foundation elevation of corner lots shall be brick or stone finish. The rear foundation elevation of other lots shall be brick or stone or stucco finish. Each dwelling shall have a mailbox mounted on a lighted post. All roof pitches must be 6/12 or greater.

(l) FENCES: Any fence erected on any lot in the subdivision must not be located nearer to the front lot line than the line of the rear elevation of the residence, extended in a direct line to the side lines; and, as to corner lots, the same shall not be erected or maintained nearer to the side street line than the side street elevation, extended in a direct line to the rear lot line.

(m) Each residence constructed upon a lot in said subdivision must be served by a driveway, paved with concrete, brick, laid stone, or similar. Asphalt and loose stone or rock shall not be permitted.

(n) CLEARANCE OF DEBRIS: In the construction of a residence upon a lot, the builder shall keep all debris cleared from the street or streets bounding the lot; and, before any residence is occupied, all debris must be removed from the entire lot.

(o) Before any construction is commenced or carried on, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to James D. Lee, and written approval thereof procured. It is stipulated that such approval shall not be unreasonably withheld. It is further provided that, in the event of the completion of any dwelling house on any lot, without any proceedings having been instituted in the Courts of Hamilton County, Tennessee, to enjoin the construction thereof, the said dwelling shall be conclusively presumed to have had such approval.

(p) 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 roam at large on any of the streets or way in or bordering the same. There shall be no kennels permitted on any lot in the subdivision, for the commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.

(q) 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.

(r) 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 streets. In the event that an owner of a lot in said subdivision fails, of his own violation, to maintain his lot in a neat and orderly condition, James D. Lee or his duly appointed agent, 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 streets, as the same can easily be broken, particularly when new. Also, all owners of lots must keep the street clean and clear of concrete blocks, concrete, and building materials while residence is under construction.

(s) 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 included in this prohibition. Thus a bathhouse will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as set forth in (b) above.

(t) That, before any dwelling on said premises shall be occupied, a septic tank, or sewage disposal system, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed, all sewage from the premises shall be turned into such sewage disposal facility, and the same shall be continuously maintained in proper state of sanitation. The effluent from such septic tank or sewage disposal shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless first it has been passed through an absorption field approved by the public health authority.

(u) 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 James D. Lee, his heirs and 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.

(v) The majority of the trees may not be removed from any lot except in the area of the lot upon which the house and driveway are to be constructed. Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the subdivision.

(w) 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 way 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 Mountain Shadows Estates, Phase One (1) of Unit Two (2), and are not intended to apply to any other lots, tracts, or parcels of land in the area or vicinity, owned by James D. Lee, Trustee. Specifically, James D. Lee, Trustee, his successors in trust or assigns, reserves the right to use or convey such other lots, tracts and parcels with different restrictions or unrestricted.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every of the said lots of land and all titles 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, 2000, 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 (66-2/3rds) per cent 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 Registrar's Office of Hamilton County, Tennessee. Neither the undersigned nor any party or parties claiming under him 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 obligation 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 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 the Undersigned or any party or parties claiming thereunder shall violate or attempt to violate any of the covenants or restrictions herein provided before January 1, 2000, or within the extended time as hereinbefore provided, it shall be lawful for James D. Lee, Trustee, his 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 violation, including reasonable attorneys fees.

IN WITNESS WHEREOF we have hereunto set our hands, on this the 11th day of April, 1978.

James D. Lee
JAMES D. LEE) TRUSTEE AND
INDIVIDUALLY
Brenda R. Lee
BRENDA R. LEE

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the 11th day of April, 1978, before me personally appeared James D. Lee, to me known 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, as Trustee and Individually.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

Ray D. M. Steele
NOTARY PUBLIC

My commission expires:
1-7-79

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 11th day of April, 1978, before me personally appeared Brenda R. Lee, to be known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

Ray D. M. Steele
NOTARY PUBLIC
C 8 9 8 6 9

My commission expires:
1-7-79

IDENTIFICATION
APR 13 2 23 PM '78

DOROTHY P. BRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

mail
James D. Lee
1109 North Laurel
Chattanooga
37421

MODIFICATION OF RESTRICTIVE COVENANTS

WHEREAS, Restrictive Covenants recorded in Book 2486, page 594, in the Register's Office of Hamilton County, Tennessee were adopted by instrument recorded in Book 2518, page 399, said Register's Office, to apply to and encumber all the lots within Phase Two (2), Unit Two (2), Mountain Shadows Estates, as shown by plat recorded in Plat Book 32, page 81, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is desired that said Restrictive Covenants as adopted be amended by the addition of a further restriction;

NOW, THEREFORE, in consideration of the premises, the undersigned, being the owners of all lots in said Phase and Unit of Mountain Shadows Estates, do hereby covenant and agree that the following be added to said Restrictive Covenants as Paragraph "X" thereof:

(X) 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 a builder to advertise the property during the construction and sales period, said 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 three (3) feet above ground level.

IN WITNESS WHEREOF, we have hereunto set our hands effective the 12th day of February, 1979.

DRAFTED BY HALE & ELLIS ATTORNEYS AT LAW
 722 CHERRY STREET
 CHATTANOOGA, TN 37402

As to Lots 134 and 167:

Carl Lee
 CARL LEE
Brenda Lee
 BRENDA LEE

As to Lot 136:

Kenneth E. Crist
 KENNETH EDWIN CRIST
Carol C. Crist
 CAROL C. CRIST

As to Lot 137:

Bob J. Byassee
 BOB J. BYASSEE
Faye H. Byassee
 FAYE H. BYASSEE

As to Lot 143:

Albert R. Jones
 ALBERT R. JONES
Rose Mary Jones
 ROSE MARY JONES

As to Lot 163:

Ronnie L. Hogan
 RONNIE L. HOGAN
Pearl Hogan
 PEARL HOGAN

As to Lot 165:

Jack Wamack
JACK WAMACK
Jusie Wamack
SUSAN WAMACK

As to Lot 166:

Donald Johnson
DONALD J. JOHNSON
Anita H. Johnson
ANITA H. JOHNSON

As to Lot 168:

Ervin Parker Wamack
ERVIN PARKER WAMACK
Claddia W. Wamack
CLADDIA W. WAMACK

As to Lot 172:

Graham R. Siegel
GRAHAM SIEGEL
Eileen Siegel
EILEEN SIEGEL

As to the balance of the Lots in Phase 2, Unit 2, Mountain Shadows Estates:

James D. Lee, Trustee and Individually
JAMES D. LEE, TRUSTEE AND INDIVIDUALLY
Brenda R. Lee
BRENDA R. LEE

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 12th day of February, 1979, before me personally appeared Carl Lee and Wife, Brenda Lee, to me known to be the persons 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.

Brenda Wallace
NOTARY PUBLIC

My commission expires:

11-16-82

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 12th day of February, 1979, before me personally appeared Kenneth Edwin Crist and Wife, Carol C. Crist, to me known to be the persons 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.

Brenda Wallace
NOTARY PUBLIC

My commission expires:

11-16-82