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Hamilton County Tennessee

LT&E No. 99-376
Prepared by: Terence L. Morris *Revised To:*
Legal Title and Escrow, Inc.
737 Market Street, Suite 400
Chattanooga, TN 37402

file

**OLD STAGE RUN
RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**

WHEREAS, RLR INVESTMENTS, LLC, a Tennessee limited liability company, hereinafter called the "Declarant", is the owner in fee simple of a tract of land in Hamilton County, Tennessee, except specific lots set out below, said tract of land having been subdivided as shown on an unrecorded survey of Lots 1 through 91 by David Mathews Surveying, 1520 Hamill Road, Chattanooga, TN 37343, dated December 8, 1996, Drawing No. 96-51978, a portion of which has been subdivided as shown by plat recorded in Plat Book 58 Page 101 in the Register's Office of Hamilton County, Tennessee, said subdivision, Lots 1 through 91, being known as OLD STAGE RUN, hereinafter called the "Subdivision"; and

WHEREAS, it is the desire of the Declarant the developers of said Subdivision, to insure the proper development of said Subdivision as an exclusive and attractive residential subdivision; and

1006

WHEREAS, Mary K. Radpour and Molly Hearn Cox, as Tenants in Common, own Lot Forty-Eight (48) of the Subdivision, Richard Hayes Rogers and wife, Angela Frances Rogers, own Lot Twenty-One (21) of the Subdivision, David W. Cox and wife, Patricia S. Cox, own Lot Eleven (11) of the Subdivision and Eual Randall Smith is to be the owner of Lots Thirty (30) and Thirty-One (31) of the Subdivision and said owners join with Declarant in subjecting their Lots to the terms of this Declaration.

NOW, THEREFORE, Declarant, joined by the above owners, does hereby impose and charge upon all of the lots, excluding those Lots designated for open space, in the Subdivision for the period set forth hereafter, the following special covenants and conditions which shall be part of the consideration of each said lot in the Subdivision and shall run with land, the same being for the use and benefit of and binding upon the present and future owners of lots in the Subdivision and to be effective whether mentioned in subsequent conveyances or not.

1. **ARCHITECTURAL COMMITTEE.** An Architectural Committee, hereinafter called the "Committee", shall be established to supervise the observance of the covenants and conditions set forth herein and to perform such duties as may be delegated to the Committee. The Committee shall be composed of not less than three (3) members of who three shall be appointed by the Declarant. The Committee may select others to serve as members of the committee and shall provide for its own succession. It is the intention of the Declarant, that the Committee will be succeeded by the OLD STAGE RUN Homeowner's Association, which shall have all the duties, rights and privileges of the Committee including, but not limited to, those specifically granted in these covenants and conditions.
2. **OLD STAGE RUN HOMEOWNER'S ASSOCIATION.** Before or once 75% of all the lots in said Subdivision have been sold by Declarant, Declarant shall cause to be formed the OLD STAGE RUN Homeowners Association, hereinafter called the "Association". Each and every person who is an owner of a lot in the Subdivision shall be a member of the Association as more particularly set forth in its bylaws.
3. **PRIOR APPROVAL OF PLANS.** No building, fence or other structure shall be commenced, erected, placed or altered on said land until the plans and specifications showing the nature, kind, shape, dimensions, materials, exterior color scheme and

location of such structure shall have been submitted to and approved in writing by the Committee or its duly authorized representative; provided, however, that if the Committee or its duly authorized representative shall fail to approve or disapprove any proposed plans within thirty (30) days after submission for approval, such plans specifications and locations shall be conclusively deemed to have received the approval of said committee or its duly authorized representative. The Committee shall have the right to reject, not approve, or provide recommendations for improvements of any plans regardless of such plans meeting the specifications set forth herein.

4. **OVERALL PLANNING.** The Committee or its duly authorized representative shall have the right to disapprove any plans, specifications, or locations which, in its opinion, are not suitable or desirable for aesthetic or other reason; and in so passing upon such plan, specification, or location, it shall have the right, but not the obligation, to require with the plans, specifications, or locations as many as four (4) elevation drawings to scale together with topographic recordings of the site related to the road on which the land fronts, and to take into consideration the suitability of the proposed building or other structure, the materials of which it is to be built, the site upon which it is to be erected, the total investment contemplated, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the outlook from adjacent or neighboring properties.

5. **USE OF LAND**

(a) The lots shall be used for private single family residential purposes only. No buildings of any kind, whatsoever, shall be erected or maintained on the land subject to these restrictions except:

(1) **PRIVATE DWELLING HOUSES.** The minimum living area of each residence shall not be less than 1700 square feet (one level) or 1900 square feet (multi level - 1000 square feet on first level) excluding porches, breezeways, garages, carports, etc. Only one single family residence shall be erected on each building lot. It shall be permissible, upon approval, to use one or more lots, or part of a lot, to form a single building lot provided, however, that this shall not result in creating any additional lots, and no lots so formed shall be less than the minimum size of lots in the subdivision. Any such re-plotting or re-division must conform to zoning laws and regulations in effect thereon. Each dwelling house must be designed for occupancy by a single family. No more than one private dwelling house shall be erected or maintained upon any building plot (except pre-existing homes). A building plot, as used in this restriction, shall be defined as one or more entire lots as shown upon a recorded plat of the Subdivision and a part or parts of any adjoining lots.

(2) No detached garages or buildings of any type shall be built without the approval of the Committee or the Association. If approved said detached garages or buildings are to be of the same architecture as the dwelling place and constructed of the same exterior material, or as otherwise approved.

(b) The main dwelling must be constructed before the erection of any secondary buildings and no structure of a temporary character, trailer, motor home, tent, basement, garage, barn, or other out buildings shall be used on any lot at any time as a residence either temporary or permanent.

(c) The minimum set-back line of each dwelling from the street it faces shall be 10 feet from the Right-of-Way, no set-back is required from the side lot lines provided that no dwelling may be nearer than 10 feet to any other dwelling, nor nearer than 10 feet to any side street exclusive of any porches, stoops, steps, etc... The minimum rear set-back line will be 10 feet (25 feet if abutting an outer property line).

Book and Page: GI 5527 960

- (d) No residence shall be allowed to be built on any lot unless there is provided for such residence a parking space sufficient to park at least two (2) cars.
- (e) All driveways must be paved with concrete or asphalt unless some other special surface is approved by the Committee or the Association. Cars owned by lot owners and their families shall be parked only in the lot owner's garage or driveway. Only temporary parking on the street by guests or visitors of a lot owner is permitted.
- (f) Trees may not be removed from any lot except in the area of the lot which the house and driveway are to be constructed. Any tree removal must be approved and supervised by the Committee, Association or their authorized representative. Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors that will mar the beauty of the Subdivision.
- (g) Any damage done to the street, gutter system, sidewalks or common area by the owner of any lot or by a contractor or subcontractor employed to build a residence on any lot will be repaired immediately at the expense of the owner and/or contractor. Temporary construction support must be provided (if needed) by the owner or contractor for the street, gutter system, sidewalk, or any other improvements during the time of construction.
- (h) Only quality building materials and designs will be accepted for any structure built on any lot unless waived by the Committee (see no. 1 & 16). Only materials approved by the Committee can be used. No concrete blocks or poured concrete foundations shall be used above finished ground level elevation of any structure unless covered with approved material.
- (i) No large satellite dishes greater than 36" in diameter or any other such detached structure shall be allowed on any lot without approval from the Committee.
- (j) No chain link or property line fence will be allowed on any lot. A patio wall or fence may be built, with written consent of the Committee or Association, if connected to the main dwelling, extending no more than 20 feet from the dwelling wall, being no more than 5 feet high, and are constructed from materials conforming to the main dwelling wall materials. No fences or walls higher than 3 feet in front of the dwelling are allowed.
- (k) Air conditioning and heating units on building sites shall be architecturally screened/landscaped so as not to be clearly visible from the street.
- (l) All of said lots in the 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, construction and other debris being removed when needed). In the event that an owner of a lot in the Subdivision fails, to maintain the lot in a neat and orderly condition, Declarant, the Committee, the Association or their duly authorized representative may enter upon such lot without liability and proceed to put said lot into an orderly condition billing the cost of such work to the owner of the lot.
- (m) No trailers, mobile homes, junked cars, or other vehicles, tents, shacks, or similar undesirable structures shall be placed or permitted to remain on any lot in the Subdivision, nor shall any incomplete structure be used as a residence, temporary or permanent. A travel home or boat trailer (not more than one of each) may be kept on any lot in the Subdivision provided the same shall be located and kept in a garage. No such camper, travel or boat trailer, nor any other large vehicle with more than two (2) axles (such as a tractor trailer) shall ever be parked or kept on any street in said Subdivision or in the front, side, rear yard, driveway, or parking pad of the residence. This does not apply to commercial vehicles such as moving vans, delivery trucks and other service vehicles, while in the performance of their duties.

Book and Page: GI 5527 961

6. **OCCUPANCY.** No structure on any lot shall be occupied until a dwelling house, including yard work, shall have been erected and fully completed thereon. Incomplete yard work due to weather or other reasonable conditions is not intended to prevent occupancy of the dwelling when the structure is complete. Once the footings of any building have been poured, construction must progress continuously (with allowance for weather conditions, labor conditions, and availability of materials) until the building or buildings are fully completed. The exterior (including yard work) must be completed within eight (8) months from commencement of construction. The owner of any lot violating this provision shall be liable to the Declarant, its successors or assigns or the Association for damages at the rate of One Hundred and no/100 (\$100.00) dollars per day until said exterior and all yard work is completed and for payment of such court costs and attorney's fees as may be incurred in the enforcement of this provision.
7. **PROHIBITION OF COMMERCIAL USE OR NUISANCE.** No trade or business of any kind or character, nor the practice of any profession, nor any building designed or intended for any purpose connected with any trade or business or profession, nor any occupation for profit shall be permitted upon any of the lots (except Declarant during sales of lots or new homes). No nuisance shall be permitted or maintained upon any of the lots and no livestock or fowl shall be kept or allowed to be or remain on any lot. Ordinary household pets may be kept by the owners of the lots when in compliance with applicable local laws and in a manner that is not a nuisance to owners of other lots.
 - (a) Minor agricultural pursuits, incidental to residential use of the lots, shall be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale and provided that such lots are properly maintained. Such pursuits shall be kept neat and well maintained.
 - (b) In-home offices where no client or merchandise is visited or delivered may be permitted as an exception to this restriction upon the prior written consent of Declarant, its successors or assigns or the Association.
8. **EASEMENTS.** Declarant reserves for itself, its successors, and assigns a permanent easement under, along, and over the easements as shown on the master plan of the development for carrying utilities, water, or sewage and for the necessary maintenance of such facilities. Nothing shall be done on any lot that interferes with the approved and natural drainage of surface water to the injury of other property.
9. **SIGN ON LOTS.** No professional, business, or political signs shall be displayed to the public view on any lot except two back-to-back professional signs of not more than five (5) square feet advertising the property for sale or signs used by the developer to advertise the property during the construction or sales period.
10. **COMMUNITY SUBDIVISION SIGN.** There shall be a community subdivision entrance structure or sign, as set out in the plat of the Subdivision. Each lot may be assessed a yearly maintenance fee for the upkeep of the community sign as determined by the Committee, its successors, or assigns or by the Association. A perpetual easement is retained for the subdivision sign as set out in the plat of the Subdivision.
11. **COMMUNITY OPEN SPACES.** Declarant or the Association will determine the yearly assessment per lot for the maintenance and enhancement of the **COMMUNITY OPEN SPACES**. All lot owners must join and belong to the Association and pay all fees assessed by the Declarant or the Association.
12. **SANITATION.** Before any residence shall be occupied, the residence shall be connected to the public sewer and all necessary utilities shall be properly inspected, approved and operational.
13. **RIGHT TO ENFORCE.** The provisions herein contained shall inure to the benefit of and be enforceable by:
 - (a) Declarant, its successors or assigns, including the Committee and the Association;

- (b) The grantees in deeds conveying land in the Subdivision, their respective heirs, executors, administrators, or assigns;
- (c) Any subsequent owner of any lot in the Subdivision;

The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or any breach prior or subsequent thereto.

14. **RIGHT TO ASSIGN.** Declarant may assign any or all of the rights, powers, duties, and obligations which are herein assumed or reserved by, or given to the Declarant or the Committee shall be assigned and transferred to the Association at such time as 75% of all the lots in said subdivision shall be sold and such Homeowner's Association shall be established pursuant to the terms of these Covenants and Restrictions. Such assignment or transfer, the Declarant, the assignor, transferor and its successors and assigns, and the Committee shall thereupon be released from all rights, powers, duties, and obligations in this instrument reserved, given to, or assumed by the Declarant, its successors and assigns, or the Committee.
15. **RIGHT TO ABATE VIOLATIONS.** If any owner, at any time, violates or attempts to violate any of the covenants, conditions, restrictions, agreements, reservations, or easements herein provided, Declarant, Committee or the Association or any property owner may prosecute any proceedings at law or in equity against the owner or owners violating or attempting to violate, prevent them from so doing, recover damages for such violations, or obtain specific performance of these covenants.
16. **RIGHT OF MODIFICATION.** The Declarant hereby expressly reserves the right to bring within the plan and operation of this Declaration additional properties in future stages of the Subdivision. The Declarant hereby expressly reserves the right, for itself and the Committee, at any time prior to the establishment of the Association, to annul, waive, change, or modify any of the restrictions, conditions, covenants, agreements, or provisions contained in this instrument.
17. **DURATION.** Except as otherwise expressly provided herein, the covenants, conditions, and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, Committee, Association or the owner of any land subject to this instrument, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this instrument is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then-owners of two-thirds of the lots, has been recorded agreeing to change said covenants, conditions and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.
18. **SEVERABILITY.** Invalidation of any one 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.
19. **ENFORCEMENT.** The Committee, its successors and assigns and the Association are hereby authorized to place a lien upon a lot if necessary for the costs of enforcing the covenants, conditions and restrictions of this instrument. The lien may be for an amount sufficient to cover the costs, including legal expenses of enforcing these covenants, conditions and restrictions, plus, an additional 10% of the aforesaid amount may be added on as a penalty for the failure to abide by these covenants and restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and owners joining in the execution of this Declaration, have hereunto set their hands and seals as of this 30 day of December, 1999.

RLR INVESTMENTS, LLC

BY J. Lloyd Cox
J. Lloyd Cox, President

Mary K. Radpour
Mary K. Radpour

Richard Hayes Rogers
Richard Hayes Rogers

David W. Cox
David W. Cox

Eual Randall Smith
Eual Randall Smith

Molly Hearn Cox
Molly Hearn Cox

Angela Frances Rogers
Angela Frances Rogers

Patricia S. Cox
Patricia S. Cox

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared J. Lloyd Cox, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of RLR INVESTMENTS, LLC, a Tennessee limited liability company, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as such officer.

WITNESS my hand this 30 day of December 1999.

Phillip A. Meach
Notary Public

Date of Expiration of Commission: May 7, 2003

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Mary K. Radpour, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that she executed the foregoing instrument as her free act and deed.

WITNESS my hand this 30 day of December, 1999.

Phillip A. Meach
Notary Public

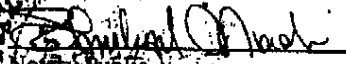
Date of Expiration of Commission: May 7, 2003

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Molly Hearn Cox, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that she executed the foregoing instrument as her free act and deed.

WITNESS my hand this 30 day of December, 1999.



Notary Public

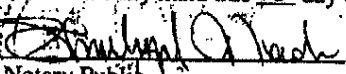
Date of Expiration of Commission: May 7, 2003

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Richard Hayes Rogers and wife, Angela Frances Rogers, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the foregoing instrument as their free act and deed.

WITNESS my hand this 30 day of December, 1999.



Notary Public

Date of Expiration of Commission: May 7, 2003

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared David W. Cox and wife, Patricia S. Cox, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the foregoing instrument as their free act and deed.

WITNESS my hand this 30 day of December, 1999.



Notary Public

Date of Expiration of Commission: May 7, 2003

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Eual Randall Smith, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he executed the foregoing instrument as his free act and deed.

WITNESS my hand this 30 day of December, 1999.



Notary Public

Date of Expiration of Commission: May 7, 2003