

BOOK 3391 PAGE 983

PREPARED BY:
WILLIAM D. JONES
ATTORNEY AT LAW
427 HIGH STREET
CHATTANOOGA, TN

ROLLING HILLS SUBDIVISION

LOTS Three (3) through Fifty-Six (56)

COVENANTS AND RESTRICTIONS

Bobby Keyes, is the owner in fee simple of a tract of land located in Hamilton County, Tennessee, said tract of land being described as Rolling Hills Subdivision and having been subdivided into lots, including certain lots numbered Three (3) through Fifty-Six (56) (the "Lots"), as shown by plat of record in Plat Book 43, Page 5, in the Register's Office of Hamilton County, Tennessee, and Developer desires and intends to develop said subdivision as an exclusive and attractive subdivision;

NOW, THEREFORE, in consideration of the premises and for the purposes set forth herein, Developer does hereby impose and charge upon each and all of the Lots for the period set forth herein, the following special covenants and restrictive conditions, to-wit:

1. Prior Approval of Plans. No building, boundary, fence or wall, 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 Developer, or his duly authorized representative; provided however, that if the Developer or his duly authorized representative shall fail to approve or disapprove any proposed plans, specifications or locations within thirty (30) days after submission for approval, such plans, specifications and locations shall be conclusively deemed to have received the approval of the Developer, or his duly authorized representative. The Developer shall have the right to reject, or not approve any plans, regardless of such plans meeting the specifications set forth herein, so long as such rejection or non-approval is not arbitrary or capricious. Developer is to be provided with two sets of plans, one of which will be retained by Developer.

2. Overall Planning. The Developer or his duly authorized representative shall have the right to disapprove any plans, specifications or locations which, in his opinion, are not suitable or desirable for aesthetic or other reasons; and in so passing upon such plans, specifications and locations, he shall have the right to require, at owner's expense, 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 and of the materials of which it is to be built and of 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.

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3. Use of land.

(a) The Lots shall be used for private residential purposes only; no building of any kind whatsoever shall be erected or maintained on the land subject to these restrictions except:

(i) private dwelling houses having a ground area of heated living area in the main structure, exclusive of open porches, garages, eaves and steps of at least 1,400 square feet for a one-story or split-level structure; 1,200 square feet (ground floor area) for an one and one-half story structure; or 950 square feet (ground floor area) for a two-story structure; each dwelling house shall be designated for occupation by a single family; in no event shall any private dwelling house contain less than 1,400 square feet of heated living area, exclusive of open porches, garages, eaves and steps;

(ii) garages attached to the private dwelling house for the sole use of the respective owners or occupants of the building plots upon which such garages are erected; and

(iii) bath houses accessory to swimming pools. Not more than one private dwelling house shall be erected or maintained upon any building plot. A building plot as used in this restriction shall be defined as one or more entire Lots as shown upon the plat referenced herein and a part or parts of any adjoining Lots.

(b) No residence shall be designed, patterned, constructed, or maintained to serve, 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 purposes; 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 to the front line of said Lot than thirty-five (35) feet or nearer to any side of said Lot than ten (10) feet or nearer than twenty-five (25) feet to any rear Lot line, unless otherwise permitted by the Developer. Front porches, steps and eaves are excluded for setback.

(d) 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 (d) being to prevent the use thereon of a garage, incomplete structure, trailer, tent, outbuilding, or other structure as temporary living quarters before or pending the erection of a permanent building. No structure of a temporary character, including trailers and similar structures, shall be erected or permitted to remain on any Lot except during the period of construction.

(e) 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.

(f) No fence which is observable from the public rights of way may be erected or maintained unless same is a living fence or made of wood, and, in either event, shall not be permitted to exceed four (4') feet in height above the ground from which it derives its support and from which it shall be measured.

(g) No business, professional or non-professional, commercial and/or manufacturing enterprise of any kind or nature shall be maintained on, about or in connection with a Lot.

(h) Only quality materials and design will be accepted on any structure built on any Lot and permastone and exposed asbestos shingles are specifically prohibited. No concrete blocks shall be used above the finished ground elevation of any structure unless

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said blocks are covered with brick veneer or stone; Stucco is permissible in the rear of the structure.

(i) All Lots 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). In the event that an owner of a Lot fails of his own violation to maintain his Lot in a neat and orderly condition, the Developer or his duly authorized representative may enter upon such Lot without liability and proceed to put said Lot into an orderly condition, and the owner shall be responsible for the cost of such work.

(k) No exhibition, fair, festival, show or other activity that attracts or is intended to attract, divert or collect a large number of people shall be conducted or allowed on any Lot.

(l) Only the usual domestic pets may be kept and no horses, cattle, swine, goats, poultry, fowl or other similar farm animals shall be permitted on any lot.

(m) No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, or screening acceptable to the Developer or his duly authorized representative.

(n) Athletic equipment, such as, but not limited to, basketball backboards, shall not be permitted in any front yard.

(o) Satellite dishes shall not be permitted unless concealed from view from users of any public rights of way and also concealed by hedges, lattice work, or screening acceptable to the Developer or his duly authorized representative so as to be effectively concealed from view from adjacent lot owners. Normal television antennas connected to a residential dwelling shall not be deemed to violate this restriction.

(p) There shall be no vegetable gardening carried on at any Lot within view from users of the public rights of way.

(q) All refuse 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 rights of way.

(r) No vehicles having more than two axles shall come upon or be stored at any Lot, except for the purposes of delivery by a commercial enterprise not affiliated in any way with the Lot owner.

(s) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(t) 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.

(u) The Developer shall have the right to alter, change, divide or subdivide any Lot within the subdivision as he, in his sole discretion, may desire. None of the Lots shall be re-subdivided by any other owner thereof but shall remain as shown on the recorded plat except that two or more Lots may be combined as one in which event the set-back restrictions shall be construed as pertaining to the side lines of the two or more Lots as combined.

(v) Roof lines are to have at least a 5-12 pitch, unless otherwise approved by Developer.

4. Severability; Non-Waiver of Covenants and Restrictions.
In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions shall be construed

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by judgment or decree of any Court of record to be invalid, such action shall in no way affect any of the other provisions, which shall remain in full force and effect, the Developer hereby declaring that said covenants and restrictions are not interdependent but severable, and any one would have been adopted even without the others. Failure to enforce any covenant or restriction herein as to any particular Lot shall not constitute a waiver of the right to enforce such covenant or restriction as to such Lot until the expiration of six (6) years from the date of breach thereof. Failure to enforce any covenant or restriction herein as to one Lot shall not constitute a waiver of the right to enforce such covenant or restriction as to any other Lot covered by these covenants and restrictions.

5. Application Only to Stated Lots. It is expressly stipulated that the covenants and restrictions set forth in this instrument apply solely to the herein listed Lots, and are not intended to apply to any other lots, tracts, or parcels of land in the area or vicinity, owned or developed by Developer.

6. Application Cumulative in Nature. The covenants and restrictions in this document shall be deemed cumulative in nature as to any other document, law, zoning ordinance or other instrument having the force of law and binding the owners of any Lot to any other covenant or restriction on the use of any Lot. To the extent any other document, law, zoning ordinance or other instrument shall be inconsistent with these covenants and restrictions, the more restrictive provision shall prevail.

7. Binding Effect of Covenants and Restrictions. Each and every one of the aforesaid covenants and restrictions shall attach to and run with each and every of the said Lots 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, 2007, 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 percent (66-2/3%) of the then owners of the Lots it is agreed to change said covenants and restrictions in whole or in part, provided further that the instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee. Neither the Developer 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 and restrictions, and the obligation to observe and perform the same. The said covenants 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 restrictions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.

8. Easements. Developer reserves for himself, his heirs and assigns, a permanent easement under, along and over the easements as shown on the master plan of the development for carrying of utilities, water or sewage and for the necessary maintenance of such facilities. Nothing shall be done on any Lot that interferes with the natural drainage of surface water and which results in injury to other property.

9. Sanitation. Before any residence shall be occupied, the residence shall be connected to a public sewer or shall be provided with a private septic tank sewage disposal system which shall be construed and maintained in accordance with the Sanitation Code and specifications prescribed by any applicable governmental authority.

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10. Right to Abate Violations. If any owner at any time violates or attempts to violate any of the covenants or restrictions as herein provided, the Developer or any other owner may bring proceedings at law or in equity against the owner violating or attempting to violate to prevent such owner from so doing and the Developer or other owner may recover damages incident to such violations, including Developer's or such owner's reasonable attorneys' fees in prosecuting suit.

11. Right to Enforce. The provisions herein contained shall inure to the benefit of and be enforceable by: (a) Developer, his heirs and assigns; (b) the grantees in deeds conveying Lots in said subdivision, their respective heirs, executors, administrators, successors or assigns.

12. Right to Assign. Any or all of the rights, powers, duties and obligations which are herein assumed by or reserved or given to the Developer may be assigned and transferred to a homeowner's association at such time as the Developer shall determine. Upon such assignment or transfer, the assignor or transferor and his heirs and assigns, or the Developer shall thereupon be released from all rights, powers, duties and obligations, implied or otherwise, reserved or given to and assumed by the Developer in this instrument.

13. Signs on Lots. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than three feet in height advertising the property for sale, or signs used by the Developer to advertise the property during the construction or sales period.

14. Interpretation. The provisions of these covenants and restrictions shall be liberally construed to effectuate their purpose.

15. Law Governing. These covenants and restrictions are made in the State of Tennessee, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the law of that state.

16. Effective date. These covenants and restrictions shall become effective upon its recording.

WITNESS MY HAND this 25th day of AUGUST, 1987.

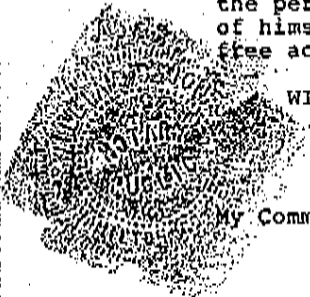
[Signature]
BOBBY KEYES, DEVELOPER

Signature not legible
for filming.

STATE OF TENNESSEE 08/27/87 MISC 15.00 **15.00 C
COUNTY OF HAMILTON

On this the 25th day of AUGUST, 1987, before me personally appeared BOBBY KEYES to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of himself acknowledged that he executed the same as the free act and deed of said BOBBY KEYES.

WITNESS my hand and Notarial Seal.



[Signature]
Notary Public

My Commission Expires: 11-8-89

Aug 27 11 53 AM
STATE OF TENNESSEE
REGISTER
HAMILTON COUNTY

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398-7374

Return To: PTAI

BOOK 4148 PAGE 946

ROLLING HILLS SUBDIVISION
UNIT THREE (3)
Lots 100 through 160
COVENANTS & RESTRICTIONS

Bobby Reyes, as owner and developer of the subdivision known as Rolling Hills Subdivision, imposed certain covenants and restrictions on Lots Three (3) through fifty-six (56), as shown by plat of record in Flat Book 43, page 5, Register's Office of Hamilton County, Tennessee; and an addition to said Rolling Hills Subdivision adding Lots Fifty-seven (57) through ninety-nine (99) as created and shown by plat of record in Flat Book 44, page 289, said Register's Office.

NOW therefore, in consideration of the premises and other good and valuable considerations, Bobby Reyes, owner and developer, does hereby impose and charge upon each and all of the Lots shown as Lots 100 through 160, Rolling Hills Subdivision, Unit Three (3), as recorded in Flat Book 42, Page 11, said Register's Office, those covenants and restrictions recorded in Book 3391, page 983, as amended in Book 3552, Page 428, said Register's Office, with the following amendment:

- 3. Use of land (a) (i) is hereby amended as follows:
 - (a) The Lots shall be used for private residential purposes only; no building of any kind whatsoever shall be erected or maintained on the land subject to these restrictions except:
 - (i) private dwelling houses having a ground area of heated living area in the main structure, exclusive of open porches, garages, eaves and steps of at least 1,600 square feet for a one-story or split-level structure; 1,200 square feet (ground floor area) for a one and one-half story structure; or 950 square feet (ground floor area) for a two-story structure; each dwelling house shall be designated for occupation by a single family; in no event shall any private dwelling house contain less than 1,400 square feet of heated living area, exclusive of open porches, garages, eaves and steps.

WITNESS my hand on this the 17 day of May 1993.

Bobby Reyes
BOBBY REYES, Developer

05/18/93 MISC 3.00 **3.00 A

STATE OF TENNESSEE
COUNTY OF HAMILTON

02-369

On this the 17 day of May, 1993, before me personally appeared BOBBY REYES to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of himself acknowledged that he executed the same as his free act and deed.



WITNESS my hand and Notarial Seal. 130102
William D. Jones
NOTARY PUBLIC, TENNESSEE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

Commission Expires: 12-19-93

PREPARED BY WILLIAM D. JONES
ATTORNEY AT LAW
615 GEORGIA AVENUE
CHATTAHOOGA, TN

'93 MAY 18 AM 11 02
BY: *B. Jones*
DEPUTY
RECPT. # 610455