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File #1725-88 dm

RESTRICTIVE COVENANTS
BAY POINTE ESTATES, UNIT I

WHEREAS, the undersigned, National Title Insurance Agency, Inc., A Tennessee Corporation, Trustee, hereinafter "Developer", the recorded owner of certain property in Hamilton County, Tennessee, being the property platted as Bay Pointe Estates, Unit I, as shown by plat recorded in Plat Book 43, page 106, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is the plan of Developer to devote the lots in said Subdivision to restricted residential purposes;

NOW, THEREFORE, in consideration of the premises, and for the protection of the Developer, 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 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 for 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 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 30 feet to the front lot line or nearer than 30 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 approximately ground level construction, shall be located nearer than 35 feet to any rear lot line.

(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 and subdivision regulations in effect thereon. No lot or any part thereof shall be used as a means of access (either public or private) to other lands or used for the installation of utilities serving other lands. However, this will not prevent the use of one or more lots or parts of lots as a single building site as above set out.

(e) No noxious or offensive activity shall be carried on upon any lot. Nothing shall 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. Further, trucks larger than pick-ups, (motor homes, campers and boats) must be parked to the rear of the residence in a location so they cannot be seen from the street on which the residence fronts. Satellite dishes, antennas, etc., must be located so they cannot be seen from the street on which the residence fronts.

Site: National Title

PREPARED BY
JAMES P. CATHAN,
Attorney at Law
660 G. Wright Ave.
Chattanooga, TN 37402

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(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 during the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be created 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 screen porches, 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 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 Developer, their designates successors or assigns, shall be final. The number of square feet required is as follows:

- (1) A 2-story residence with attached double garage, 2,500 square feet.
- (2) A 1-story residence with attached double garage, 2,200 square feet.
- (3) A 1-1/2-story residence with attached double garage, 1,600 square feet on the first floor and 1,000 square feet on the second floor.
- (4) A 1-1/2-story residence with a garage in basement, 1,800 square feet on the first floor and 800 square feet on the second floor.
- (5) A split-level, with attached double garage (not counting finished basement) 2,600 square feet.
- (6) A 2-story residence with a garage in the basement, 1,600 square feet on the first floor and 1,000 square feet on the second floor.
- (7) 1-story residences must have attached double garages.
- (8) It shall be permissible for Developer to permit variations in square footage requirements as to the volume contained on a particular floor, so long as the dwelling contains at least 2,600 square feet total.

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

(j) It shall be permissible for Developer to rearrange boundary lines of lots, if so desired, and to combine lots or parts of lots into one building plot, 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, aluminum, stone, brick, sto, or masonite. All retaining walls shall be brick or stone finish. All foundation elevations shall be brick, sto, or stone finish. Each dwelling shall have a mailbox mounted on a lighted post which must be installed by the owner or contractor at the time of construction and before the house is occupied. No artificial brick or stone may be used on the exterior of any dwelling.

(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 of the residence, extended in a direct line to the rear lot line. Chain link fences shall not be permitted.

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(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 will not be permitted. All front yards must be sod. Corner lots will have sod in the side yard to rear of the residence. All landscaping should have ample shrubs around such residence.

(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 Developer, 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) 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 fails, of his own volition, to maintain his lot in a neat and orderly condition, Developer, or their 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 residences are under construction.

(r) There shall not be detached garages, outbuildings or servants quarters, but a bathhouse built expressly in conjunction with a private swimmingpool shall not be included in this prohibition. However, such a structure shall not be included in complying with any minimum square footage requirements as set forth in (h) above.

(s) In the event of minor violation of these restrictive covenants, a waiver thereof may be made by Developer. Any such waiver, shall be in writing and recorded in the Register's Office of Hamilton County, Tennessee.

(t) 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.

(u) 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 the 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 four (4) feet above ground level.

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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 in no way any of the other provisions, which shall remain in full force and effect, Developer hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted ever without the others.

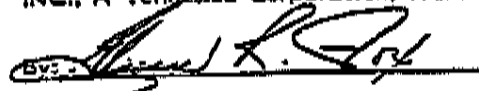
Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every one of the said lots of land and all title to, and states therein, shall be subject thereto and the same shall be binding upon each and every owner and occupant of the same until January 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 percent (66-2/3) 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 Register's Office of Hamilton County, Tennessee. Neither the undersigned, nor any party or parties claiming under them, 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 same land or the improvements to be made thereon.

These restrictive covenants shall apply to Bay Pointe Estates Unit 1 only. Developer reserves the right to change the restrictive covenants for succeeding units of Bay Pointe Estates as they see fit.

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 Developer, its 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 attorney's fees.

IN WITNESS WHEREOF, National Title Insurance Agency, Inc., A Tennessee Corporation, Trustee, have hereunto signed by its duly authorized Officer, on this the 8th day of November, 1988.

NATIONAL TITLE INSURANCE AGENCY,
INC., A Tennessee Corporation, Trustee

By: 

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STATE OF TENNESSEE
COUNTY OF HAMILTON

BEFORE me, Reese Richard a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared John R. [unclear] to me known (or proved to be on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and who upon oath acknowledged himself to be the President of Hamilton Title Insurance Company the within named bargainor, a corporation, and that he is such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal at Office in said State and County on this the 8th day of November 1988.

Reese Richard
NOTARY PUBLIC

My Commission Expires: 6-25-90



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SARAH A. DE FRITSE
HAMILTON COUNTY
STATE OF TENNESSEE

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