

This instrument prepared by
Marina Cove Place, Inc.
4127 Hamil Rd
Nixson, In 37343

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RESTRICTIVE COVENANTS FOR
MARINA COVE PLACE

Sub Pts 1

WHEREAS, Marina Cove Place, Inc., a Tennessee corporation, hereinafter referred to as Developer, is the owner of Lots 1 through 72, Marina Cove Place, as shown by plat of record in Plat Book 52, Page, 136, in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, it is the plan of Developer to devote said Lots 1 through 72, Marina Cove Place, to restricted residential purposes.

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owners, as well as the future purchasers of said Lots 1 through 72, Marina Cove Place, this Declaration and agreement is made:

Each and every conveyance of any one of said Lots 1 through 72, Marina Cove Place, shall be subject to these conditions, reservations, covenants and agreements, which shall run with the land:

1. All of said lots in said subdivision shall be, and be known and described as residential lots, and no structures 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. Developer can give permission to enter from front of house.

2. 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.

3. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line, or nearer than 10 feet to any interior lot line; further, there are certain setback requirements provided for and shown on the subdivision plat, which are incorporated in and made 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 25 feet to any rear lot line.

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4. 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, Developers do hereby reserve the exclusive right to use a lot or part of a lot as a means of public and/or private access to and from other lands and/or to use a lot or part of a lot for the installation and maintenance of utility and/or drainage and/or sewage lines serving other lands, and Developer reserve the exclusive right to grant, transfer and convey these rights to others.

5. 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. All basketball goals, skateboarding ramps, batting cages, etc., of any kind will be kept at all times in the rear of the residence. Trucks may be parked on lots being constructed on.

6. 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 (6) 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. Notwithstanding anything herein to the contrary, Developer reserve the continuing right to maintain the temporary field office and the construction office trailer on any unsold lot in the subdivision as long as Developers are engaged in the development and marketing of the subdivision and/or in the construction of residences on lots in the subdivision.

7. 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.

8. No dwelling house shall be erected or permitted to remain on any lot in the subdivision unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screened or glassed-in porches, garages, eaves, steps, and basements (whether finished or not), set forth below:

A) As to Lots 1-25, inclusive and Lots 69, 70, 71 and 72

1. A 2-story residence, 1,200 square feet on main floor with a total of 2,500 square feet on main and upper floors.
2. A 1 or 1 1/2 story residence, 2,100 total square feet with a minimum of 300 square feet on the upper floor.
3. A 1-story residence with no upper floor must have 2,200.00 square feet.

B) As to Lots 26-68, inclusive

1. A 2-story residence, 1,300 square feet on main floor with a total of 2,600 square feet on main and upper floors.
2. A 1 or 1-1/2 story residence, 2,200 total square feet with a minimum of 300 square feet on the upper floor.
3. A 1-story residence with no upper floor must have 2,250.00 square feet.

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9. All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots.
10. 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.
11. The exterior front of all buildings shall be of either, stone brick, sto, (unless otherwise approved by Developer). The side elevations of all buildings shall be of either, stone, brick, sto, or siding (unless otherwise approved by Developer). All retaining walls shall be brick or stone finish. All foundation elevations shall be brick, sto, or stone finish, any other material must be approved by Developer. Each dwelling shall have a mailbox mounted on a brick, stone or sto 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.
12. Street lights to be furnished by Developer. Sidewalks to be installed by owner or contractor at time of construction. Corner lots must have sidewalks on both streets.
13. The front yard of the lot must be sodded.
14. No fences will be permitted to be erected or maintained on a lot without the prior written approval of Developer. Under no circumstances shall a chain-link fence be approved. If a fence is approved by Developer, then it must be constructed of wood or brick or stone or stucco (which will be allowed only if the house is generally of stucco finish). All fences which are approved must be located behind the rear line of the dwelling and that line extended to the lot's side lines, except, 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.
15. Each dwelling unit constructed upon a Lot must be served by a driveway constructed of hard surface materials such as concrete, brick, exposed aggregate, or pre-cast pavers. All other hard surface materials must be approved by the Developer. The driveway can be constructed to the property line. It shall be obligatory upon all owners of Lots in this subdivision to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefor, as set forth on the recorded subdivision plat, in order that the roads or streets, which may be affected by such placement or construction, may not be disqualified for acceptance into the road system of Hamilton County, Tennessee.
16. In the construction of a residence upon a lot, the lot owner 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.
17. No bathhouses will be permitted to be erected or maintained without the prior written approval of Developer of its location, style, materials and size.
18. Before any construction is commenced or carried on upon any lot, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to Developer, written approval thereof by Developer must be procured. Said plans and specifications submitted will be kept on file by the Developer. Because of the Developer's intense concern that all

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of said lots develop into a subdivision of character and good taste, many factors beyond minimum square footage of floor space will be considered before plans and specifications are approved. Some of these factors will include, among other things, such consideration as: how the architectural style fits in with other homes constructed in the subdivision, roof pitch, masonry and siding materials, exterior color schemes, window placement, driveway and garage door location, landscaping plans, and the like. A roof pitch must be a minimum of 9/12 pitch, preferably 12/12 or greater, unless otherwise approved by Charles Marsh, Jr.

19. Builders and Owners of said lots shall be responsible for all silt fences as required by city and county ordinances and inspectors. In addition, control of stormwater run off from a lot onto streets and adjacent property as required by city and county ordinances and inspectors shall be the responsibility of builders and owners of said lots.

20. 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 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. Dog lots must have written approval from Developer.

21. 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.

22. 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 violation, to maintain his lot in a neat and orderly condition, Developer may enter upon said lot without liability and proceed to put said lot into condition, billing the cost of such work to the owner. Also, all owners of lots must keep the street clean and clear of concrete blocks, concrete, and building materials while residence is under construction.

23. 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 otherwise set forth herein. Written permission is required by Developer.

24. 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 Registrar's Office of Hamilton County, Tennessee.

25. 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. No trees greater than Twelve (12) inches in diameter may be cut without Developer's permission. Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the subdivision unless approved by the Developer.

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26. 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, and 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.

27. No television, radio or other signal receiving devices, whether the signals are transmitted by mass communication systems or privately owned systems of a non-mass communications nature, nor any television satellite dishes shall be erected or maintained on any of said lots.

28. Any damage done to streets, sidewalk or curbing by the owner of any lot or by a contractor employed to build improvements on any lot will be repaired immediately at the expense of the owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the owner or contractor during the time of construction.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgement 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 restrictions are not interdependent but severable, and any one would have been adopted even without the other.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and everyone of said lots of land and all title to, and estates therein, shall be subject thereto and the same shall be binding upon each and every owner occupant of the same until January 1, 2025, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years thereafter 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 part of parties claiming under the, shall or will convey, devise or demise any or either of said lots, or any part of same, except as being subject to those covenants, conditions and restrictions, and the obligation to observe and perform the same. These 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 any party or parties shall violate or attempt to violate any of the covenants or restrictions herein provided for before January 1, 2025, or within the extended time as hereinbefore provided for, it shall be lawful for the Developer, its respective successors, or assigns, or any person or persons owning any of said lots 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.

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10/25/94. MISC

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IN WITNESS WHEREOF, MARINA COVE PLACE, INC., a Tennessee Corporation, has caused this instrument to be executed by its duly authorized officers on this the 19th day of

October, 1994.

230953

REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

94 OCT 25 AM 11 28

BY: Charles Marsh, Jr.
DEPUTY
RECEIPT # 77793

MARINA COVE PLACE, INC., a Tennessee Corporation.

BY: Charles Marsh, Jr.
Charles Marsh, Jr., President

BY: Steve E. Dillard
Steve E. Dillard, Secretary

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Deborah F. Kelley, of the state and county aforesaid, personally appeared CHARLES MARSH, JR. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be president (or other officer) authorized to execute the instrument of the MARINA COVE PLACE, INC., the within named bargainer, a corporation, and that he as such President executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 24th day of October, 1994.

Deborah F. Kelley
Notary Public

My Commission Expires:

DEBORAH F. KELLEY
NOTARY PUBLIC
TENNESSEE STATE AT LARGE
MY COMMISSION EXPIRES 8-18-98

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Pam Corwin, of the state and county aforesaid, personally appeared STEVE E. DILLARD with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be president (or other officer) authorized to execute the instrument of the MARINA COVE PLACE, INC., the within named bargainer, a corporation, and that he as such officer executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Secretary.

WITNESS my hand and seal, at office in Chatt. TN. this 19th day of Oct., 1994.

Pam Corwin
Notary Public

My Commission Expires: 12/13/95

Signature not legible
for filing