

RESTRICTIVE COVENANTS

MILLWOODE ESTATES SUBDIVISION

This Declaration made this 15th day of June, 1983, by Reliance Mortgage & Realty Company, hereinafter called the "Declarant" or "Developer".

WITNESSETH:

WHEREAS, the Declarant is vested with title to the real property described in Article I of this Declaration, and is desirous of subjecting the real property described in said Article I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof, and;

WHEREAS, it is the plan of Reliance Mortgage & Realty Company to devote said lots and real estate to restricted residential purposes;

NOW, THEREFORE, Reliance Mortgage & Realty Company hereby declares that the real property described in and referred to in Article I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in Hamilton County, Tennessee, and is more particularly described as follows:

BEING all of Lots 1 to 33, inclusive, of MILLWOODE ESTATES SUBDIVISION, as the same appears of record in Plat Book 34, page 133, in the Register's Office of Hamilton County, Tennessee.

ARTICLE II

RESTRICTIONS

Each and every conveyance of any one of said lots shall be subject to the special covenants and restrictive conditions herein set forth, which shall run with the land, whether mentioned or referred to in any deed, and which shall be in effect only upon the lots in Millwoode Estates Subdivision as hereinabove referred to as follows:

1. The lots described herein, shall be used for residential building sites only, except those lots which may be designated as community lots on the plat of record in the Register's Office of Hamilton County, Tennessee. Said residential building sites are also referred to herein as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any building site other than one detached single family dwelling, an attached private garage and other outbuildings incidental to the residential use of the premises. Such outbuildings shall be subject to the set-back restrictions set forth hereinafter, shall not exceed one story in height and shall, in any event, be subject to, prior to construction, final approval of the Developer, its successors or assigns, as to its existence and as to its size, purpose and site plat.

File Reliance

PREPARED BY
CHARLES D. RUCKEN, JR.
ATTORNEY AT LAW
110 S. COMMERCE STREET
CHATTANOOGA, TENN. 37402

2. 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 be 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. Any residence being erected on a residential lot shall be completed within eight (8) months from the date of the pouring of the footings for the foundations of said residence, said foundation to be of a permanent nature in any event.

4. NO RESIDENTIAL STRUCTURE shall be erected, placed or permitted to remain on any building site, lot or lots which has a heated floor area, exclusive of porches and garages less than:

1. 1,000 square feet on the main ground floor, exclusive of finished basement space for a single story dwelling.
2. 1,800 square feet, exclusive of finished basement space, for a two (2) story dwelling.
3. 1,000 square feet on the main or ground floor level, exclusive of finished basement, space, for a "split-foyer" or "split-level" dwelling.
4. 1,600 square feet, exclusive of finished space, for any one and one-half (1 1/2) story dwelling.

Declarant shall retain the option to increase said minimum areas at any time subsequent to the execution and recordation of these restrictions, said option, if exercised, shall not become retroactive to lots previously sold by Declarant.

5. No interest in any lot referred to in the plat of record as a community lot may be conveyed apart from a conveyance of the residential lot to which such interest is attached unless conveyed to a homeowners association which may be established in the future by a majority of the lot owners of record. Said community lots may be used and maintained by the lot owners of Millwoode Estates for recreation, beautification and similar purposes.

6. No mobile home, trailer, basement, tent, shack, garage, barn, or any other outbuildings or structure whatsoever, other than a guest house erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation, permanent or temporary. Specifically, no one shall occupy any structure, house, trailer, etc. during the construction of the principal residence on the building site. Further, the principal residence, when completed, shall be the only structure used for human habitation, other than as otherwise herein specifically provided herein.

7. No building shall be erected or permitted to remain on any of said lots nearer than One Hundred (100) feet from the front lot line nor nearer than Fifty (50) feet to the side or rear lot line. If the plat of record shows a greater number of feet for the set back lines, then said plat of record shall control over the covenant herein. In the case of a corner lot, a minimum distance of Sixty (60) feet must be maintained between the roof edges of any building and the lot line adjacent to the side street. Variances may be granted by the Developer where the terrain prohibits the strict application of these set back lines or when adherence to recommendations or rulings of the Hamilton County Health Department require variances for the proper use of any particular lot.

8. No concrete blocks shall be exposed to view from any side of such dwelling house, unless properly veneered and all foundations shall be of a permanent nature.

9. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and the lines connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the cases of rounded property corners, from the intersection line of the street property lines extended. The same site line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection lines unless the foliage line is maintained at a sufficient height to prevent obstruction of such lines.

2. 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 be 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. Any residence being erected on a residential lot shall be completed within eight (8) months from the date of the pouring of the footings for the foundations of said residence, said foundation to be of a permanent nature in any event.

4. NO RESIDENTIAL STRUCTURE shall be erected, placed or permitted to remain on any building site, lot or lots which has a heated floor area, exclusive of porches and garages less than:

1. 1,000 square feet on the main ground floor, exclusive of finished basement space for a single-story dwelling.
2. 1,800 square feet, exclusive of finished basement space, for a two (2) story dwelling.
3. 1,000 square feet on the main or ground floor level, exclusive of finished basement, space, for a "split-foyer" or "split-level" dwelling.
4. 1,600 square feet, exclusive of finished space, for any one and one-half (1 1/2) story dwelling.

Declarant shall retain the option to increase said minimum areas at any time subsequent to the execution and recordation of these restrictions, said option, if exercised, shall not become retroactive to lots previously sold by Declarant.

5. No interest in any lot referred to in the plat of record as a community lot may be conveyed apart from a conveyance of the residential lot to which such interest is attached unless conveyed to a homeowners association which may be established in the future by a majority of the lot owners of record. Said community lots may be used and maintained by the lot owners of Millwoode Estates for recreation, beautification and similar purposes.

6. No mobile home, trailer, basement, tent, shack, garage, barn, or any other outbuildings or structure whatsoever, other than a guest house erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation, permanent or temporary. Specifically, no one shall occupy any structure, house, trailer, etc. during the construction of the principal residence on the building site. Further, the principal residence, when completed, shall be the only structure used for human habitation, other than as otherwise herein specifically provided herein.

7. No building shall be erected or permitted to remain on any of said lots nearer than One Hundred (100) feet from the front lot line nor nearer than Fifty (50) feet to the side or rear lot line. If the plat of record shows a greater number of feet for the set back lines, then said plat of record shall control over the covenant herein. In the case of a corner lot, a minimum distance of Sixty (60) feet must be maintained between the roof edges of any building and the lot line adjacent to the side street. Variances may be granted by the Developer where the terrain prohibits the strict application of these set back lines or when adherence to recommendations or rulings of the Hamilton County Health Department require variances for the proper use of any particular lot.

8. No concrete blocks shall be exposed to view from any side of such dwelling house, unless properly veneered and all foundations shall be of a permanent nature.

9. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and the lines connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the cases of rounded property corners, from the intersection line of the street property lines extended. The same site line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection lines unless the foliage line is maintained at a sufficient height to prevent obstruction of such lines.

10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet in area advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

11. No noxious or offensive trade or activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

12. Dogs, cats, horses and other common family pets may be kept on said residential lots provided they are not boarded, bred or maintained for commercial purposes and provided that they are properly restrained from becoming a public nuisance. However, no hogs, sheep, or goats or any other animals of like or similar kind of nature shall be permitted on the above described property.

13. No individual sewage disposal system shall be permitted on any lot unless said system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hamilton County Health Department. The effluent from such facility shall not be permitted to discharge into any open stream, ditch or drain. Garbage, trash and similar types of waste shall not be disposed of or burned upon the property but shall be kept in sanitary containers and disposed of regularly and properly by the subscription to a garbage service.

14. The keeping of a mobile home on said lot or lots shall not be permitted, however, any travel trailer, motorboats, houseboats, or other similar recreational vehicles may be maintained or kept on any parcel of land covered by these covenants only if properly kept within the area of each lot which is within the applicable building set back lines as set out herein. In addition thereto, inoperative automobiles must either be disposed of promptly, or kept under garages as in the case of an antique of uncommon value.

15. Any dwelling erected on any lot shown on the above mentioned plat must conform to professionally accepted construction standards and shall be reasonably harmonious with the setting and with the existing dwellings of the Millwoode Estates Subdivision.

16. All said lots in said subdivision, from the date of purchase must be maintained by the owner in a neat and orderly condition (grass being regularly mowed, as needed; leaves raked, broken limbs and other debris being removed when needed). In the event an owner of a lot in said subdivision fails of his own volition to maintain his lot in a neat and orderly condition, the Developer, or its duly appointed agent, may enter upon said lot without liability and proceed to put said lot into an orderly condition, billing the costs of such clean-up to the owners, which charge shall be a lien against the property.

ARTICLE III

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by a judgement or decree of any Court of record to be invalid, such action shall effect in no wise 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 inclusion of the others.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 15th day of June, 2013 (a Thirty (30) year period), at which time said covenant shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the building sites covered by these covenants, it is agreed to change said covenants in whole or in part or to abolish them altogether. The actions of said majority of lot owners shall, before becoming effective, be set out by instrument in writing reflecting such facts and be duly recorded in the Register's Office of Hamilton County, Tennessee.

Reliance Mortgage & Realty Company, or its designates, successors, or assigns shall be vested with the authority to grant minor variances from the requirements of these restrictive covenants, provided the same shall not, in its opinion, materially or adversely effect the purposes sought to be attained by the imposition of these restrictive covenants.

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, which be not previously properly modified by the Developer, it shall be lawful for any other person or persons, owning any real property situated in Millwoode Estates Subdivision, the Developer, its successors and assigns, to prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenant, restriction, easement, etc., and either enjoin him or them from so doing or to recover damages or any other dues for such violations. Incident thereto, the enforcing parties shall be entitled to a reasonable attorney's fee incurred in so doing, and the violator or violators shall be liable for any such other and additional damages, costs or litigations or expenses as may be incurred. Said damages, the expenses attendant to the enforcement of these covenants shall specifically be declared to be a lien against the land in favor of the enforcing parties.

IN WITNESS WHEREOF, Reliance Mortgage & Realty Company has hereunto caused its corporate name to be signed by its President, DAVID DIAMOND, and Vice-President, NORMAN B. MOORE, on this the 15th day of June, 1983.

RELIANCE MORTGAGE & REALTY COMPANY

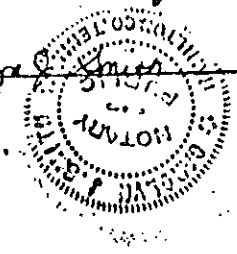
BY: [Signature]
DAVID DIAMOND, PRESIDENT
BY: [Signature]
NORMAN B. MOORE, VICE-PRESIDENT

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Carolyn J. Smith, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared DAVID DIAMOND and NORMAN B. MOORE, with whom I am personally acquainted, and who upon oath acknowledged themselves to be the President and Vice-President, respectively, of Reliance Mortgage & Realty Company, the within named bargainor, a corporation, and that they, as such President and Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such President and Vice-President.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal at Office in said State and County, on this 15th day of June, 1983.

Carolyn J. Smith
Notary Public



My Commission Expires 5-28-85

K 6 4 4 5

IDENTIFICATION REFERENCE

Jun 17 1 36 PM '83

DOROTHY P. BRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE