

① R&E I

Prepared by and return to:  
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| 5 Page RESTRICTIONS  |                       |
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| MISC RECORDING FEE   | 25.00                 |
| DATA PROCESSING FEE  | 2.00                  |
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| <b>TOTAL FEES</b>  | <b>\$27.00</b>        |
| State of Tennessee Hamilton County<br>Register of Deeds <b>PAM HURST</b> |                       |

Tax ID# - 052-041

### RESTRICTIVE COVENANTS FOR GRASSHOPPER ESTATES

OK-1240

WHEREAS, **R & E INVESTMENTS, LLC**, a Tennessee limited liability company, hereinafter "Developer", is the owner of and is developing a tract of land described on Exhibit A, attached hereto, which shall be known as Grasshopper Estates, hereinafter the "Subdivision". The first plat of lots in the Subdivision is of record in Plat Book 109, Page 129, in the Register's Office of Hamilton, County, Tennessee.

WHEREAS, Developer desires to impose restrictive covenants on the Subdivision in order to promote the orderly development of said tract as a residential subdivision for the benefit of Developer and the future owners of lots in the Subdivision:

NOW, THEREFORE, Developer imposes the following restrictive covenants on the Subdivision, which shall run with the land on all present lots within the Subdivision and those lots platted in the future within the Subdivision:

- 1) One-story homes must contain at least 1500 square of living space, on the same level, exclusive of garages, enclosed porches and decks, and other such spaces.
- 2) Setbacks are as follows: Front Setback is twenty-five feet (25'); Rear Setback is twenty-five feet (25'); and Side Setbacks are ten feet (10'). If a road touches one of the sides of a home, then the side setback is twenty-five feet (25') for the side of the home that touches the road.
- 3) No exposed concrete blocks may be used in the construction of any home in said subdivision. Foundations must be faced with brick or mountain stone, except that stucco may be used on the rear elevation of foundations of homes. The use of preestone in construction is prohibited.
- 4) The exterior walls of homes must be faced with brick, mountain stone, stone, hardiplank, or vinyl siding.
- 5) All homes must have at least a two car garage. The construction of carports in prohibited.
- 6) Each home must be served by a driveway, which driveway must be at least ten (10) feet in width, with a 20' x 20' pad outside of the two car garage. All driveways must be made of concrete or asphalt.

- 7) All homes must have a roof pitch of at least 6/12 and must be guttered in the front and rear.
- 8) All homes must have a rear deck or patio of at least 10 feet by 16 feet. The rear deck or patio must be constructed of brick, stone, poured concrete, and/or wood.
- 9) All front porches must be constructed of masonry, brick, stone, or poured concrete, and all front porches must have a concrete floor.
- 10) All homes must fully comply with all local building codes and ordinances.
- 11) Before construction begins on any home in the Subdivision, Developer must approve the home plans in writing. Said plans must specifically show for approval the appearance, main floor elevations, and exterior paint color scheme of each home. Developer shall be given a set of plans for each home built.
- 12) All homes built must be completely finished, including yard, driveway, landscaping and painting, within six months of the date that Developer approves the plans.
- 13) Outbuildings, detached garages, pools and fences may be built in rear yards only. No fence can be more than six feet in height, and all fences shall be made of wood, only. No metal or chain link fences are allowed. Outbuildings and detached garages must be built of the same construction as the home on the lot and painted as the home. Pools must be of the in-ground type only.
- 14) Property purchasers must plant at least one (1) tree in the front yard, with the tree having a minimum height of Six (6) feet.
- 15) All pets must be kept within fences in said subdivision. No horses, cattle, goats, sheep, swine, or other farm livestock may be kept on any lot. There shall be no commercial breeding of animals.
- 16) No truck larger than one ton in size may be parked or kept on any lot, except during construction of the home on said lot.
- 17) No junk or inoperable cars or cars in need of body repair may be parked upon any lot.
- 18) No satellite dishes larger than twenty-four inches in diameter may be erected on any lot or placed on any home. Satellite dishes may not be visible from the street.
- 19) All mailboxes must have a light on top.
- 20) No sidewalks are required.
- 21) After installation by Developer, each lot owner agrees to bear an equal share of the cost of maintenance and repair of the subdivision entrance signs and any streetlights. At their own expense, the owners of lots fourteen (14) and fifteen (15) shall care for and maintain the landscaping surrounding any entrance signs placed upon said lots, and the Developer hereby reserves an easement for the existence of said signs and access thereto.
- 22) No dumpsters shall be placed on any lot at any time.
- 23) All boats, campers, motorhomes and trailer must be parked in the backyard only. No exceptions.
- 24) No lot shall be used as a means of pedestrian and/or vehicular ingress and egress to any adjacent property. Any development of a lot shall only be for

the purpose of placing a single family home upon said lot. No lot may contain a street, road, or right-of-way of any kind. However, Developer retains the right to use a lot or lots as a means of pedestrian and/or vehicular ingress and egress to any adjacent property via a public or private drive, street, road, and/or right-of-way, which shall include the right to dedicate and install a public road for the use of the general public to access adjacent property.

These restrictive covenants are hereby declared to be severable. In the event any one of them is declared invalid by the final judgment of a court of law, the remainder shall continue in force and effect. These covenants shall be in effect of a period of 25 years, and shall automatically be renewed for a successive period of 25 years unless canceled or amended by a two-third-majority vote or assent of the lot owners, evidenced in writing recorded in the Office of the Register's Office of Hamilton County, Tennessee. Developer shall have the power, during the construction of the homes on said lots, to concurrently grant waivers for minor violations of these restrictive covenants that, in Developer's opinion, do not materially affect the purpose of the restrictions. Developer reserves the right, as long Developer owns any lot in the subdivision, to concurrently amend any or all of these restrictions as Developer sees fit. All other amendments shall be made by a two-thirds majority of the lot owners evidenced in writing recorded in said Register's Office. Either Developer or any lot purchaser shall have power to enforce these restrictive covenants. Any person violating these restrictions is noticed that an injunction, action for specific performance and/or other action of law or equity may be had against them, in a court of law of competent jurisdiction. Any person violating these restrictive covenants shall be liable for any damage caused and the cost of enforcement, including court costs and attorney's fees.

IN WITNESS WHEREOF, **R & E INVESTMENTS, LLC, a Tennessee limited liability company**, has caused these presents to be executed by Paula McDaniel, its/a member, to be effective as of the 11<sup>th</sup> day of October, 2017.

**R & E INVESTMENTS, LLC, a Tennessee limited liability company**

By: Paula McDaniel  
Name: Paula McDaniel  
Its: member

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 11<sup>th</sup> day of October, 2017, before me personally appeared Paula McDaniel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his/her oath acknowledged himself/herself to be the/a member of **R & E INVESTMENTS, LLC, a Tennessee limited liability company**, and that he/she, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the company, as such member.

Witness my hand and official seal.

J. Dyer  
NOTARY PUBLIC

Commission expires: 3/1/18



EXHIBIT A

IN THE SECOND CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

BEING an approximate 177.8 acre parcel of land as shown on survey captioned "Clyde Calfee Estate" as prepared by Jim Richmond d/b/a Richmond Surveying Co., TN Lic. No. 917, 363 1st Street, SW, Cleveland, TN, dated 2/13/2015. Said parcel is more particularly described as follows:

BEGINNING at an iron pin found at the intersection of the northeastern corner of property of Shannon (5418/142) and the southeasternmost corner of the hereindescribed tract, said pin lying in the western right of way of Grasshopper Road; run thence along common line with Shannon North 66 deg. 48 mm. 11 sec. West 831.99 feet to a corner marked by an existing pipe; thence South 25 deg. 02 mm. 24 sec. West 1172.69 feet to a corner marked by an existing iron pin; run thence along common line with properties of Fugate (8869/511) Kirvlikovskiy (8537/350); Buisvert (8485/722) and Williams (8485/722) North 66 deg. 15 mm. 58 sec. West 1237 feet to an existing iron pin in the northwestern corner of Williams; thence along common line with Sutton (6138/225) North 66 deg. 17 mm. 39 sec. West 889.27 feet to an existing iron pin at the northwestern corner of Sutton; thence along common line with property of McCrary (6237/941) North 66 deg. 17 mm. 36 sec. West 419.66 feet to an existing iron pin at the southwestern corner of the hereindescribed parcel; run thence along common lines with property of Kerley (1471/412) Holder (5098/4) and Bailey (3291/993) North 23 deg. 47 mm. 43 sec. East 2643.84 feet to a corner marked by an existing iron pipe; thence along common line with property of Tankersley (4487/498) South 66 deg. 00 mm. 02 sec. East 2489.09 feet to a TVA monument set in the right of way of Grasshopper Road; run thence along said right of way of Grasshopper Road the following calls and distances: South 05 deg. 57 mm. 38 sec. East 20.40 feet to an iron pin; thence along the curvature of said road right of way along a right-handed curve along a Radius of 285 feet, an arc length of 190.38 feet, Delta = 38 deg. 16 mm. 22 sec., Tangent 98.89 feet to a point; thence south 44 deg. 13 mm. 58 sec. East 223.73 feet to a point; thence along the curvature of said road right of way along a left-handed curve along a Radius of 575 feet, an arc length of 187.86 feet, Delta = 18 deg. 43 mm. 09 sec., Tangent = 94.77 feet to a point; thence continue South 62 deg. 57 mm. 06 sec. East 156.68 feet to a point; thence along the curvature of said road right of way along the curvature of said road right of way along a right-handed curve along a Radius of 180 feet, an arc length of 263.68 feet, Delta = 83 deg. 55 mm. 52 sec., Tangent 161.88 feet to a point; thence South 20 deg. 58 mm. 46 sec. West 581.62 feet to a point; thence South 20 deg. 50 mm. 04 sec. West 260.05 feet to an iron pin; thence South 22 deg. 00 mm. 31 sec. West 165.02 feet to the iron pin marking the point of beginning.

FOR PRIOR TITLE, see Deed recorded in Book 10511, Page 266, in the Register's Office of Hamilton County, Tennessee.