

RESTRICTIVE COVENANTS FOR SUNSET ESTATES

Whereas, Bobby Keyes, (hereinafter called Developer) is the owner in fee simple of SUNSET ESTATES, a residential Subdivision, as shown by plat of record in Plat Book 83, Page 148, in the Register's Office of Hamilton County, Tennessee; and

Whereas, it is the intent and desire of Developer to promote and develop the Subdivision into an attractive and desirable residential area;

Now, therefore, in consideration of the premises and for the protection of the Developer and future owners, their successors and assigns, Bobby Keyes, Developer, does hereby impose upon Lots One (1) through Seventy-eight (78) of said subdivision to constitute covenants running with the land, whether specifically referred to in subsequent conveyances or not, the following covenants, restrictive conditions, easements, and obligations:

1. No lot shall be used except for single family residential purposes.

2. No dwelling shall be permitted on any lot having less than 1,600 square feet, exclusive of porches. A two story dwelling shall have at least 1,200 square feet on the ground floor. All dwellings shall have an attached garage for no less than two cars.

3. Front, side and rear building set back requirements shall conform to those established by the City of Soddy Daisy and/or Hamilton County, whichever controls. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to the zoning laws and regulations applicable thereto.

4. All dwellings shall have a minimum of 70% brick, stone or sto on the front facade. Any variations must be approved in writing by Developer. No exposed concrete block nor any asbestos material of any kind shall be used in any part of the building. All foundations shall have brick on dwelling front and sides. Back of foundation shall have brick or stucco.

5. Before any dwelling on a lot shall be occupied, a connection with the municipal sewer system meeting applicable municipal codes shall be made. There shall not be erected, permitted, maintained or operated on any lot any privy, cesspool, vault or septic system without the written approval from the Developer

(1)

Instruments: 20060918006
Book and Page: 81 8083 364
Data Processing Fee \$32.00
Misc Recording Fee \$32.00
Total Fees \$64.00
User: HAMILTON
Date: 15-SEP-2006
Time: 12:07:10 P
Contact: Pam Hurst, Register
Hamilton County Tennessee

Return to
PIONEER TITLE AGENCY INC
513 Georgia Avenue
Chattanooga TN 37403

84578, 84386

6. No temporary structures, trailers, garage, or similar structures, shall be used on any lot at any time as a residence either temporarily or permanently.

7. No noxious or offensive activity, trade, business or commercial operation shall be carried on upon any lot; nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. In particular, tractor trucks, RV's mobile homes, inoperative or abandoned automobiles, and/or camping trailers shall not be frequently or habitually parked on a driveway or located on any Lot within the subdivision. Nor shall the owner or the occupant of any Lot in said subdivision park a tractor trailer truck, RV, mobile home, inoperative or abandoned automobiles, and/or camping trailers in the street or driveways therein, or carry on any major repairs to said automobiles in driveways or streets in subdivision.

8. No animals except normal household pets are to be kept on any lot, and they shall not be raised commercially. Animals and pets belonging to the owners or occupants thereof shall not be allowed to roam or run at large on the streets bounding said premises.

9. It is provided that not more than one dwelling 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, Developer does 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 reserves the exclusive right to grant, transfer and convey these rights to others.

10. Any dwelling being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said dwelling. All shrubs and landscaping shall be completed within six (6) months from the date of occupancy.

11. All dwellings shall be constructed with a roof pitch of 6/12 or greater.

12. Each dwelling constructed upon a lot must be served by a driveway, paved with concrete, brick, laid stone or asphalt.

13. All dwellings must have a brick mailbox with operational light fixture affixed to the top. All brick mailboxes and lighting fixtures must be built in the style and of materials approved by Developer. Lighting fixtures shall similar in design and size.

Plans for the design of all mail boxes and lighting fixtures shall be submitted to Developer and shall not be installed or constructed until written approval of the design is given by Developer. The decision to approve or deny permission for a particular design shall be in the sole discretion of Developer.

14. No above-ground swimming pools or outbuildings shall be constructed or permitted on remain on any lot.

15. In the construction of a dwelling upon a lot, the lot owner shall keep all debris cleared from the street or streets bounding the lot; and before any dwelling is occupied, all debris must be removed from the entire lot.

16. Before any construction for a new dwelling or additions to existing structures (such as screened porches) is commenced or carried on upon any lot, plans and specifications for any dwellings and/or additions to be constructed on any one of said lots shall be submitted for approval to Developer, and 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 concern that all of said lots be developed 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 considerations as: how the architectural style fits in with other homes constructed and being constructed in the subdivision, roof pitch, masonry and siding materials, window placement, driveway and garage door location and the like.

17. NO FENCING SHALL BE INSTALLED OR PERMITTED TO REMAIN ON ANY LOT WITHOUT PRIOR WRITTEN APPROVAL FROM DEVELOPER. Corner lots will have different requirements than interior lots. Any fencing installed without prior written approval from Developer is subject to removal by the Developer at the expense of the owner of the lot. The owner installing a fence must first have the lot lines surveyed and pinned by a licensed surveyor to avoid encroachment or overlap issues. Before Developer shall approve of the installation of any fence, Developer must be provided with a copy of the survey depicting the location of said fence, the type of fence materials to be use, and the name of the company installing such fence.

18. 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 volition to maintain his lot in a neat and orderly condition, the Developer 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. In the construction of a dwelling upon a lot, the lot owner shall keep all debris cleared from the street or streets bounding the lot; and before any dwelling is occupied, all debris must be removed from the entire lot.

19. No clothesline or drying yards shall be permitted.

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

21. 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 so as to be effectively concealed from view from adjacent lot owners. Normal television antennas connected to a dwelling shall not be deemed to violate this restriction.

22. There shall be no vegetable gardening carried on at any lot within view from users of the public rights of way.

23. 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.

24. All lots are subject to the easements, conditions and obligations for utilities, drainage and access as shown and imposed on the plat of Sunset Estates, which is of record in Plat Book 83, Page 148, said Register's Office.

25. Whether expressly stated so or not, in any deed conveying any one or more of said lots, each conveyance shall be subject to these restrictive covenants and existing governmental zoning and subdivision ordinances or regulations in effect thereon.

26. In the event of violation of set-back lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by Developer. Further, Developer reserves the right and privilege to waive minor violations of these Restrictive Covenants when the same do not, in his judgment, materially adversely affect the purposes sought to be attained by these Restrictive Covenants, and providing further that the same shall not be in violation of any zoning applicable thereto, or

that variance from the proper zoning authorities as to any such zoning violation shall have also been obtained.

27. Upon the recording of any deed in the Register's Office of Hamilton County, Tennessee, conveying title to any lot in the Sunset Estates, the grantee/purchaser thereof shall assume all responsibilities and obligations to abide by and conform to any local, state or federal requirements, ordinances, rules and/or regulations as to storm water or surface water run-off. All expense associated or imposed by such requirements, ordinances, rules and/or regulations shall be paid by said grantee/purchaser, and not by the Developer.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgment or decrees 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 others.

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 and occupant of the same until January 1, 2040, and shall be extended automatically to apply to each of said lots for successive periods of 10 years thereafter unless, by action of a minimum of 66-2/3's 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 title to said lots, shall or will convey, devise or demise any or either of said lots, or any part of same, except as being subject to these 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, 2040, or within the extended time as hereinbefore provided for, it shall be lawful for Developer, his respective successors, heirs or assigns, or any person or persons owning any of said lots to prosecute any proceedings at law or in equity

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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.

Witness my hand on this 13th day of September, 2006.

Bobby Keyes
Bobby Keyes

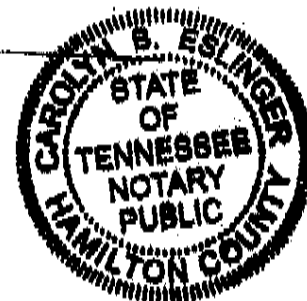
STATE OF TENNESSEE
COUNTY OF HAMILTON

On this the 13th day of September, 2006, 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 his free act and deed.

WITNESS my hand and Notarial Seal.

Carolyn B. Eslinger
Notary Public

My Commission Expires: July 8, 2009



Prepared by:
Bobby Keyes
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Hixson, TN 37343