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This Instrument Prepared By:
Raymond A. Fox, Jr., Atty., P.C.
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Chattanooga TN 37402

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Contact: Pam Hurst, Register
Hamilton County Tennessee

**RESTRICTIVE COVENANTS
WINDERMERE**

WHEREAS, Stanley Construction Company, a Tennessee Corporation, Payne Construction Co., a Tennessee Corporation, and Kenneth L. Ficken, hereinafter collectively referred to as "Developers", are the owners of Lots 1 through 23, Windermere, as shown by plat of record in Plat Book 68, page 195, in the Register's Office of Hamilton County, Tennessee.

WHEREAS, it is the plan of Developers to devote all of said Lots 1 through 23, Windermere, to residential purposes; and

NOW THEREFORE, in consideration of the premises, and for the protection of the present owners, as well as future purchasers of said Lots, this declaration and agreement is made.

Each and every conveyance of any one of said Lots 1 through 23, *Windermere*, shall be subject to conditions, reservations, covenants and agreements, which shall run with the land, as follows:

1. All of said lots shall be, and be known and described as residential lots, and no structures shall be erected, altered, placed or permitted to remain on any of said lots other than as provided in these covenants and restrictions.
2. No dwelling shall be designed, patterned, constructed or maintained to serve, for the use of more than one single family, and no dwelling shall be used as a multiple family dwelling at any time, nor used in whole or part for any business service or activity for any commercial purposes.
3. No dwelling 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. No structure, other than a swimming pool and structures normally associated with swimming pools, shall be located nearer than 25 feet to any rear lot line.
4. 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 rearrangement 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

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and/or sewage lines serving other lands, and Developers 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. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. None of the following shall be placed upon or kept upon a lot or in or on the streets in the subdivision, unless they are kept inside the garage; tractor-trailers, motor homes, mobile homes (trailers), campers, boats, boat trailers, school buses, utility trailers, construction equipment (except when being used for construction purposes on that lot).

6. No part of any lot shall be used for residential purposes until, first a complete dwelling, conforming to the provisions of this instrument, shall have been erected thereon, the intent of this paragraph 5 being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure, as temporary living quarters before or pending the erection of a permanent dwelling. 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.

7. 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. Any damaged or destroyed structure shall be promptly repaired or rebuilt to original state or in case damage is beyond repair, the owner and/or insurance company shall make site safe and remove all debris and bring lot to original state at their expense within a period of nine months.

8. No dwelling 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) as set forth below:

a. A 2-story dwelling with attached double garage, 950 square feet on main floor with a total of 1,900 square feet on main and upper floors.

b. A 1-story dwelling with attached double garage, 1,800 square feet.

c. A 1-1/2 story dwelling with attached double garage, 1,300 square feet on main floor with a total of 2,000 square feet on main and upper floors.

9. Each dwelling shall have at least a double car garage, either attached or located in the basement.

10. All mailboxes must be decorative and of consistent design and quality as established and approved by Developers. Developers reserve the right to make minor variations in design. The owner of each lot shall be responsible for the installation and cost of the mailbox which shall be installed no later than the date of occupancy of the dwelling. No other type or temporary mailbox shall be installed or permitted on any lot.

11. Any artificial masonry materials must be approved by Developers.
12. Before any fence construction, written drawings shall be submitted showing, location, style, materials, height, and stating intended use to Developers for approval. Under no circumstances shall a chain-link fence, nor any fence exceeding 4 feet in height be approved. If a fence is approved by Developers, then it must be constructed of wood, brick, stone, vinyl, aluminum, (stucco will be allowed only if the house is generally of stucco finish), fenced area to be used as dog lots are not permitted. All wood fences must be regularly maintained, including repairing falling or leaning fences, replacing missing or broken parts, staining and/or sealing.
13. Each dwelling constructed upon a lot must be served by a driveway, paved with concrete, brick, laid stone, or other material approved by Developers.
14. It is the obligation and responsibility of each lot owner, subsequent to Developers, to install a 4 foot wide concrete sidewalk along the entire lot street frontage with a 2 foot grassed area lying between the sidewalk and curb. The sidewalk shall be installed at the expense of the lot owner or builder and shall conform in appearance and design with Developers' specifications so as to uniform with existing sidewalks of adjoining lots. The sidewalk shall be completed no later than the time the driveway of said lot is completed. Owners of Lots 1 and 23 shall install sidewalks only along *Windermere Way*.
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. No bathhouses, swimming pools, dog houses, or other structure will be permitted to be erected or maintained without the prior written approval of Developers of its location, style, materials and size. Said structure shall contain no living quarters.
17. Before any construction and/or alteration or additions are 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 Developers, and written approval thereof by Developers must be procured. Said plans and specifications submitted will be kept on file by the Developers. Because of the Developers' intense 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. Any awnings must be approved by Developers.
18. All front and side foundation elevations shall be veneered with brick or stone. All rear foundation elevations shall be veneered with brick, stone or stucco except Lots 1 and 23, which must be veneered with brick or stone. This provision shall not be construed to prohibit

any foundation elevations from being veneered with stucco if the dwelling is generally of stucco finish in the opinion of the Developers.

19. All retaining walls shall be veneered with brick or stone. This provision shall not be construed to prohibit any retaining wall from being veneered with stucco if the dwelling is generally of stucco finish in the opinion of the Developers.

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 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 the subdivision. Keeping of dogs, cats, or other household pets is permitted. Pet owners shall not allow pets to roam unattended. The pet owners shall also muzzle any pet which consistently barks. If the barking persists, the pet owner shall have the pet removed from the development.

21. 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.

22. All of said lots and homes in said subdivision must, from the date of purchase, be maintained by the owner in a neat and orderly condition, including exterior painting, roofing, guttering, wood fence staining and/or sealing; grass being fertilized, weeded, and cut regularly, shrubs pruned and neatly mulched, leaves, broken limbs and other debris 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, Developers 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 or the streets, as the same can easily be broken, particularly when new. Also, all owners of lots must keep the streets clean and clear of concrete blocks, concrete, and building materials while dwelling is under construction.

23. There shall be no detached garages, outbuildings, carports or servants quarters, but a bathhouse and other structures normally associated with swimming pools 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. No more than one doghouse shall be permitted on any lot and size shall not exceed 2 feet by 3 feet and 4 feet in height. No clothes lines.

24. 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 Developers. Further, Developers reserve the right and privilege to waive minor violations of these Restrictive Covenants when the same do not, in their 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 of any zoning applicable thereto, or that variance from the proper zoning authorities as to any such zoning violation shall have also been obtained.

25. 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 signs shall exceed Nine (9) square feet in size nor have an overall height exceeding four (4) feet above ground level.

26. No antennas. No television antenna, dish, radio, receiver or sender or other similar device shall be attached to or installed on the exterior portion of any dwelling or other structure on the property or any Lot within the Development without the prior written consent of the Developer; nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties.

Notwithstanding the foregoing, the provisions of this section shall not prohibit the Developer from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar systems within the Development.

27. Notwithstanding any provision herein to the contrary, the Developers reserve the right to use a temporary construction shed or trailer as a field office and/or material storage building.

28. Developers intend to install and construct a landscaped and lighted entrance way into the subdivision and assume all costs of utilities and maintenance of said entrance until December 31, 2004, at which time the above mentioned costs shall become that of the owners of the lots in the subdivision.

29. Developers intend to locate and install street lighting along the street of the subdivision and assume all costs of maintenance associated with the said lights until December 31, 2004, **EXCEPT** the cost of electricity connected to the nearest residence at time of installation and the owner of said residence shall allow it to remain connected permanently so as to furnish power at his expense.

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 Developers 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 every one 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, 2032**, and shall be extended automatically to apply to each of said lots for successive period 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 July 26th, 2032, or within the extended time as hereinbefore provided for, it shall be lawful for Developers, their respective successors, heirs 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.

IN WITNESS WHEREOF, *Stanley Construction Company and Payne Construction Co.* and *Kenneth L. Ficken* have caused this declaration to be executed by their duly authorized officers and witness our hands this 26th day of July, 2002.

STANLEY CONSTRUCTION COMPANY

Steven R. Stanley, Pres.
By: Steven R. Stanley, President

PAYNE CONSTRUCTION CO.

W.R. Payne Pres.
By: W.R. Payne, President

Kenneth L. Ficken
Kenneth L. Ficken

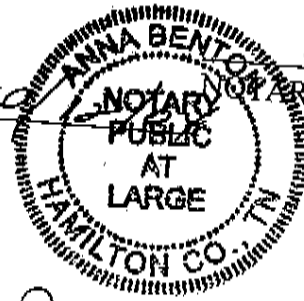
ACKNOWLEDGMENT CERTIFICATE

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 26th day of July, 2002, before me personally appeared **KENNETH L. FICKEN**, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

My commission expires: 10/12/04



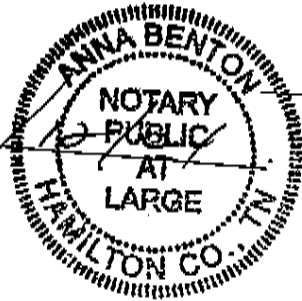
Anna Benton
Notary Public

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 26th day of July, 2002, before me personally appeared **STEVEN R. STANLEY** with whom I am personally acquainted, and who upon oath acknowledged himself to be the President, of **Stanley Construction Company**, the within named bargainer, a corporation, and that he as such President, 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 President thereof.

IN WITNESS WHEREOF I have hereunto set my hand and Notary Seal.

My commission expires 10/12/04



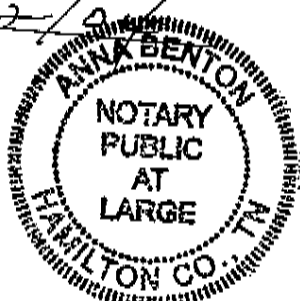
Anna Benton
Notary Public

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 26th day of July, 2002, before me personally appeared **W.R. PAYNE** with whom I am personally acquainted, and who upon oath acknowledged himself to be the President, of **Payne Construction Co.**, the within named bargainer, a corporation, and that he as such President, 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 President thereof.

IN WITNESS WHEREOF I have hereunto set my hand and Notary Seal.

My commission expires 10/12/04



Anna Benton
Notary Public

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