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RESTRICTIVE COVENANTS - BAY SHORE PLACE

WHEREAS, Thomas Woodruff Currey is the owner in fee simple of Lots Thirty-Eight (38) through Fifty-Four (54), inclusive, Bay Shore Place, as shown by plat of record in Plat Book 50, page 385, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is the desire of Thomas Woodruff Currey to insure the proper development of said lots.

NOW THEREFORE, in consideration of the premises and for the purposes above recited, Thomas Woodruff Currey does hereby impose and charge upon said Lots Thirty-Eight (38) through Fifty-Four (54), inclusive, Bay Shore Place, as shown by plat of record in Plat Book 50, page 385, in the Register's Office of Hamilton County, Tennessee, for a period of fifty years from this date, the following Special Covenants and Restrictive Conditions, to-wit:

(1) All lots in the subdivision shall be known and described as residential lots, and no structure shall be erected on any residential building plot, other than one detached single family dwelling, not to exceed two stories in height, and a one or two car attached garage. Thomas Woodruff Currey, for himself, his personal representatives or assigns, reserves the exclusive right to rearrange boundary lines between said lots or to combine lots, subject to the express limitation that there shall not be more than 17 lots in said subdivision.

(2) No building shall be located on any lot nearer than 40 feet to the front lot line or nearer than 15 feet to any side lot or property line. No structures, other than swimming pools, outdoor fireplaces, etc. shall be located on the rear 25 feet of any lot. These restrictions as to front and side setbacks shall not apply to stoops, eaves, steps, terraces, etc. without a roof over the same.

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(3) The minimum finished square foot floor area of one story dwelling structures, exclusive of open porches and garages shall be 2,000 square feet. It is expressly stipulated that no basement area shall be included in such minimum 2,000 square foot area. One and one-half story or two-story dwellings are permitted. They must have a minimum finished area of 2,500 square feet, of which a minimum of 1,800 square feet must be on the ground floor, exclusive of open porches and garages. It is expressly stipulated that no basement area shall be included in such minimum 2,500 square foot area.

(4) In the construction of dwelling houses and improvements on lots in the subdivision, no asbestos or perma-stone siding, or similar form of siding, shall be used therein; nor shall there be any exposed concrete blocks. If concrete blocks are used, the same shall be veneered, so that they will not be exposed or apparent.

(5) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(6) No partially completed dwelling shall at any time be used or occupied as a residence, temporarily or permanently.

(7) No livestock, horses, or fowl shall be kept or allowed to be or remain on any lot, except this shall not prevent keeping of the ordinary household pets.

(8) No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

The above restrictive covenants are to run with the land, and shall be binding on all parties holding title to any lot or lots in the subdivision, for the period of 50 years from the date hereof, whether referred to in subsequent conveyances or not.

In the event of the violation, or attempted violation, of any one or more of the foregoing restrictive covenants, then the party or parties guilty thereof shall be subject and liable at the suit of Thomas Woodruff Currey, his personal representatives or assigns, and/or any owner of any such lot or any interest therein, to be enjoined by proper process from any such violation or attempted violation, and/or for the payment of monetary damages, including attorneys' fees and court costs incidental to any and all such proceedings. It is however, stipulated that neither Thomas Woodruff Currey, nor his personal representatives or assigns, nor any other owner of any such lot or any interest therein, shall be under any obligation whatsoever to enforce any of these restrictive covenants.

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions contained herein, but they shall remain in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand, on this the 5 day of may, 1994.

Thomas Woodruff Currey
THOMAS WOODRUFF CURREY

05/05/94 MISC

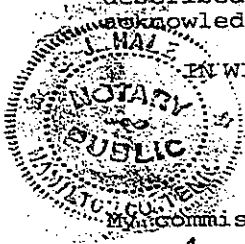
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STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 5th day of May, 1994, before me personally appeared THOMAS WOODRUFF CURREY, to me known to be the person 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.



[Signature]
NOTARY PUBLIC

My commission expires:
August 24, 1996

200756

SARAH H. DEFRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

'94 MAY 5 PM 2 11

BY: *Kathy M. Dixon*
DEPUTY
BOOK # 692354

PREPARED BY WILLIAM D. JONES
ATTORNEY AT LAW
513 GEORGIA AVENUE
CHATTANOOGA, TN 37403

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

PTA#111489

Interpretation and Amendment to Restrictive Covenants
Bay Shore Place

Whereas, Thomas Woodruff Currey, as the owner and developer of the subdivision known as Bay Shore Place, Lots 38 through 54, inclusive, as shown on plat of record in Plat Book 50, Page 385, in the Register's Office of Hamilton County, Tennessee, did execute and record those certain Restrictive Covenants for Bay Shore Place recorded in Book 4342, Page 535, in the Register's Office of Hamilton County, Tennessee; and

Whereas, Items (1) and (2) of said Restrictive Covenants recite:

(1) All lots in the subdivision shall be known and described as residential lots, and no structure shall be erected on any residential building plot, other than one detached single family dwelling, not to exceed two stories in height, and a one or two car attached garage. Thomas Woodruff Currey, for himself, his personal representatives or assigns, reserves the exclusive right to rearrange boundary lines between said lots or to combine lots, subject to the express limitation that there shall be no more than 17 lots in said subdivision.

(2) No building shall be located on any lot nearer than 40 feet to the front lot line or nearer than 15 feet to any side lot or property line. No structures, other than swimming pools, outdoor fireplaces, etc. shall be located on the rear 25 feet of any lot. These restrictions as to front and side setbacks shall not apply to stoops, eaves, steps, terraces, etc. without a roof over the same.

Whereas, several owners in the Bay Shore Place subdivision have erected and maintained "pool houses" to be used in connection with their swimming pools located on their respective lots, and some question has arisen as to whether the Restrictive Covenants for Bay Shore Place allow the erection, use and maintenance on said lots.

Now, therefore, for the purposes setforth herein, I, Thomas Woodruff Currey, do hereby express and declare the following:

1) That it was not my intent to prohibit the erection, use and maintenance of a pool house on any of the lots in Bay Shore Place subdivision as long as it is used in connection with a swimming pool located on said lot, and that such pool house comply with all local and state building and subdivision codes, rules and regulations.

(1)

Instrument: 2007090700242
Book and Page: GI 8464 5
Data Processing F
Misc Recording Fe \$12.00
Total Fees: \$10.00
User: MSERTEL \$12.00
Date: 07-SEP-2007
Time: 03:48:30 P
Contact: Pam Hurst, Register
Hamilton County Tennessee

2) To the extent that I am authorized, I do hereby amend the Restrictive Covenants recorded in Book 4342, Page 535, in the Register's Office of Hamilton County, Tennessee, to allow the erection, use and maintenance of pool houses when used in connection with a swimming pool located on said lot as long as said pool house complies with all local and state building and subdivision codes, rules and regulations.

In witness whereof, the undersigned has caused this instrument to be executed as of the 6 day of August, 2007.

Thomas Woodruff Currey
Thomas Woodruff Currey

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this the 6th day of August, 2007, before me personally appeared Thomas Woodruff Currey 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.

Donna W. Gibson
Notary Public

My Commission Expires: 7-26-2009

