

McDONALD TERRACE SUBDIVISION

BOOK 4804 PAGE 495

McDONALD RD. APISON, TN 37302

This Instrument Was Prepared By:
CHARLES C. HORN, III ATTY.
617 WALNUT STREET
CHATTANOOGA, TN. 37402

**AMENDED RESTRICTIVE COVENANTS OF McDONALD TERRACE SUBDIVISION
LOTS 1-25**

WHEREAS, on November 20, 1996, Restrictive Covenants of McDonald Terrace Subdivision, Lots One (1) through Twenty-five (25) were filed for record in Book 4780, Page 137, in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, it is the desire of the owner to amend said restrictions.

NOW THEREFORE, the Restrictive Covenants of McDonald Terrace Subdivision are as follows:

I, R. ELLSWORTH MCKEE by and through my Attorney-in-Fact, PRESTON JONES, hereinafter called "Owner", declare that I am the lawful owner in fee simple of all lots of McDonald Terrace Subdivision, being those recorded in Plat Book 58, Page 3-1 and 3-2, in the Register's Office of Hamilton County, Tennessee and those in a plat to be recorded containing Lots 18-25 and that owner desires to promote the development thereof as a residential subdivision, and for the protection of it, its successors in trust or assigns, and the protection of future owners of any one or more of said lots, does hereby impose upon all of said lots, the following Restrictive Covenants, which shall run with the land:

1. All of said lots in said subdivision shall be, and be known and described as: residential lots, and no structure except as provided for in Paragraph 19 shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, with attached garage, which may also be located in the basement, and which must be for a minimum of two cars. No carports are permitted.
2. No residence shall be designed, patterned, constructed or maintained to serve or for the use of more than one family, and no residence shall be used as a multiple family dwelling at any time, nor 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. No building 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; further, there are certain setback requirements provided for and shown on the subdivision plat, which are incorporated in and made a part of these Restrictive Covenants. No structure, other than a swimming pool, appropriate pool facilities, outdoor fireplace, etc., of approximately ground level construction shall be located nearer than 25 feet to any rear lot line.

4. It is provided that not more than one dwelling house 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, Owner 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 Owner reserves the exclusion right to grant, transfer and convey these rights to others.
5. No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any motor vehicles used exclusively for ground transportation which are larger than pick-ups, or personal type vans, are not permitted to be parked or stored in subdivision. Aircraft and aircraft parts must be parked and/or stored in approved aircraft hangers at all times.
6. No part of any lot shall be used for residential purposes until, first a completed dwelling house, conforming fully to the provisions of this Instrument, shall have been erected thereon, the intent of this paragraph (6) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection of a permanent building. No aircraft hangar is permitted on any lot prior to construction and occupancy of a residential housing unit on the property. 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. Notwithstanding anything herein to the contrary, Owner and builders reserve the continuing right to maintain the temporary field office and the construction office trailer on any unsold lot in the subdivision as long as Owner and builders are engaged in the development and marketing of the subdivision and/or in the construction of residences on lots in the subdivision.
7. Any residence being erected on a lot shall be completed within Twelve (12) months from the date of the pouring of the footings for said residence.
8. No dwelling house 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 porches, garages, eaves, steps, and basements (whether finished or not), set forth below:
 - (a) All one level residences to be a minimum of 1,400 square feet.
 - (b) All other style residences to be a minimum of 1,800 square feet.
9. All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots. (Except Lots 7 and 11).

10. It shall be permissible for Owner to rearrange boundary lines of lots, if so desires, and to combine lots or parts of lots into one building plot, provided the same does not result in an increase in the number of lots on the subdivision plat has been recorded.
11. That no more than one dwelling shall be erected on any one of said lots and any building on the premises shall be neatly painted or stained nor shall any asbestos siding be used in construction of residence. Blocks on rear of residence may be stucco. Landscape work must be completed within 90 days of completion of house or occupancy. All front and side foundation must be brick or stone.
12. Each residence constructed upon a lot must be served by a driveway, paved with concrete or asphalt.
13. No bathhouses will be permitted to be erected or maintained without the written approval of Owner of its location, style, materials and size.
14. Before any construction is 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 Owner, and written approval thereof by Owner must be procured. Because of the Owner's intense concern that all of said lots develop into a subdivision of character and good taste, many factors beyond minimum square 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 the other homes constructed in the subdivision, roof pitch, masonry and siding materials, window placement, driveway and garage door location and the like. A roof pitch must be a minimum of 6/12 unless otherwise approved by the Owner.
15. 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 in the subdivision or to roam at large on any of the streets bordering the same except as otherwise provided herein. There shall be no kennels permitted on any lot in the subdivision for the commercial breeding of domestic pets. Horses are allowed on Lots 1 and 2 only with the following restrictions:
 - (a) No more than one horse per acre shall be kept on any lot (6 horses are allowed on a 6 acre lot, etc.).
 - (b) Horses shall be allowed to be kept, maintained or grazed on lots 1 and 2; However the portion of said lots fronting McDonald Road shall have a white fence which shall extend back no less than 200 feet. Said fence must be approved by Owner prior to its construction on lot.
16. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of the subdivision.
17. Whether expressly stated so or not in any deed conveying any one or more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

18. All of said lots in said subdivision 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). Tree limbs, rocks and other debris must be kept out of the street. In the event that an owner fails, of his own volition, to maintain his lot in a neat and orderly condition, Owner or Homeowners Association may enter upon said lot without liability and proceed to put said lot into orderly condition, billing costs 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 of the streets, as the same can easily be broken, particularly when new. Also, all owners of lots must keep the street clear of concrete blocks, concrete, and building materials while residence in under construction.
19. There shall be no detached garages, outbuildings or servants quarters, but a bathhouse 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. Lots 12-25 shall be allowed to have housing for a maximum of Two (2) airplanes, provided said aircraft is registered to the owner of the property, with the exception of overnight guest aircraft. Such housing shall be located in the rear of the dwelling house and must be built as a residential type structure in design; and plan must be approved by Owner prior to construction. At owner's option, owner may construct a taxiway over and across Lots 12-25 which will allow Lots 12-25 adequate access to the adjacent airport. Upon completion of the taxiway, Lots 12-25 shall have the right to the use and benefit of the taxiway, provided that an "Airport User Agreement" between the property owner and the City of Collegedale, owner of the airport, has been executed.
20. No go-carts, skate boards, inline skates, pets, bicycles, motor vehicles, pedestrians, etc. shall be allowed on said taxiway. Lots 12-25 property owners are jointly responsible for the adequate maintenance of the taxiway.
21. In the event of minor violation of these restrictive covenants, a waiver thereof may be made by Owner. Any such waiver, shall be in writing and recorded in the Register's Office of Hamilton County, Tennessee.
22. 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 building to advertise the property during the construction and sales period, and signs referring only to the premises on which displayed. No such sign shall exceed Twelve (12) square feet in size nor have an overall height exceeding Five (5) feet in size nor have an overall height exceeding Five (5) feet above ground level.
23. Any damages done to street, sidewalks or curbing by the owner of any lot or by contractor employed to build improvements on any lot will be repaired immediately at the expense of the owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the owner or contractor during the time of construction.

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24. Fences are allowed no nearer the front line than the rear elevation of the residence. The design and materials used in such fence construction must be approved by the Owner.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgments or decree of any court record to be invalid, such action shall in no way effect the other provisions, which shall remain in full force and effect, the owner is 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 reservations shall attach to and run with each and every one of the said lots of land and titles to, and estates therein, shall be subject thereto and the same shall be binding upon each and every owner, occupancy of the same until January 1, 2010, and shall be extended automatically to apply to each of said lots for successive periods of Ten (10) years thereafter unless, by action of a minimum of Sixty-six and Two-thirds percent (66-2/3%) 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 duly recorded in the Register's Office of Hamilton County, Tennessee with the exception of the "Airport Users Agreement" referenced in Paragraph 19.

Neither the undersigned, nor any part of parties claiming under them, 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, 2010, or within the extended time as hereinbefore provided for, it shall be lawful for the owner, 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 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 this 15th day of JANUARY, 1997.

R. Ellsworth McKee
R. ELLSWORTH MCKEE

BY: Preston Jones
PRESTON JONES,
Attorney-in-Fact

369761
JAMELA BUECH
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

APR 15 PM 3 08
K. Lynn
DEPUTY
892695

On this 15th day of January, 1997, before me personally appeared PRESTON JONES, Attorney-in-Fact, 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 R. ELLSWORTH MCKEE, and acknowledged that he executed the same as the free act and deed of said R. ELLSWORTH MCKEE.

WITNESS my hand and Notarial Seal.

Notary Public Seal

My Commission Expires: 10/22/97

