

Prepared By Gene Crisp

Gene Crisp and Jerry D. Weathers
1270 Finnell Road
Cleveland, TN 37311
339-2456

*Mae
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RESTRICTION COVENANTS ON OAK SHADOWS SUBDIVISION

Whereas, Gene Crisp and wife Joyce L. Crisp and Jerry D. Weathers and wife Ida Mae Weathers are the owners of property in the Second Civil District of Bradley County, Tennessee, which has been subdivided and is now known as lots one (1) through seven (7) Oak Shadows Subdivision as shown by plot of record in Plot book 5 page 45 in the Registers office of Bradley County, Tennessee.

It is the intent of the owners of this property to insure the proper development of Oak Shadows Subdivision into a residential section and for such purposes there is imposed such restrictions for present and future owners of these lots or dwellings.

1. All lots are to be used for residential purposes only, and restricted to single family residences. No structure in this Subdivision shall exceed two stories in height, excluding basement. Garages or carports must be attached to building or constitute a part of building. All driveways from street to garage or carport shall be of plant hat mix asphalt surface.
2. The minimum set-back line of each dwelling from the street it faces shall be Twenty-five (25) feet and no dwelling shall be located nearer than ten (10) feet to any side lot or property line, nor nearer than twenty (20) feet to any side street line, exclusive of any porches, stoops, steps, etc.
3. The minimum living area of each residence shall not be less than one thousand one hundred (1,100) square feet exclusive of porches, breezeways, garages, carports, etc. It shall be permissible to use one or more lots or parts of lots to form a single building lot; provided that this will not result in creating any additional lots.
4. Exterior of buildings shall be of wood, brick, masonite or a different mix of these products on the exterior of these dwellings.
5. The dwelling erected in the Subdivision shall face the street on which the lots are plotted to front, but as to corner lots, the dwelling may face or front either street, or angled to front the corner at the intersection of the street. If the residence is angled to front the corner at the intersection of the street, it shall set-back a minimum distance of twenty-five (25) feet from each street, in the most direct line from the corners of the residence to the street line.
6. No trailer, mobile home, tent, shack or other similar structure shall be placed or permitted to remain on any lot in the Subdivision. Nor shall any incomplete home and structure be used as a residence temporarily or permanently. A camper or travel home and boat trailer (not more than one of each) may be kept to the rear of the rear elevation of the residence of the lot, and shall not be used for residential purposes, temporarily or

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permanently. No camper or boat or boat trailer, nor any other large vehicle (such as a tractor trailer) shall be parked or kept on any of the streets, nor cars or trucks left on street in unused condition over periods of unusual parking time on a permanent basis in Subdivisions.

7. No signs of any advertising nature shall be permitted on any lot or building, however signs may be erected by the Subdivision owners and/or builders and selling agents during the development and sale of the entire property. "For Sale" and "For Rent" signs may be permitted at conclusion of development in regards to the dwellings.

8. No fowls or animals, other than domestic pets, shall be kept or permitted to remain on property nor kennels and commercial breeding of any domestic pets on any lot in the Subdivision. No noxious or offensive trade or illegal use of any kind shall be made or carried on upon any lot. Nor anything be place or done on any property which is or may become a nuisance or any annoyance to the neighborhood.

9. Until a general sewage disposal system may serve the area, a sewage disposal system shall be constructed and provided for each dwelling house erected, conforming to the requirements of the Health department.

10. These Covenants are to run with the land and be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after this time they will automatically extend for successive periods of ten (10) years unless an instrument signed by a majority of owners at that time has been recorded agreeing to change the covenants in whole or in part.

11. In the event any one or more of the Restrictive Covenants should be violated by any party, whether owner or tenant, then the party or parties guilty of violation shall be subject and liable to suit to Gene Crisp and wife Joyce L. Crisp and Jerry D. Weathers and wife Ida Mae Weathers, their heirs and assigns, or of the public authorization to be enjoined by proper process from such violation and be liable for the payment of all costs and reasonable attorney's fees which are agreed upon as liquidated damages, and shall be liable for such other and additional damages which may occur.

12. Gene Crisp and wife Joyce L. Crisp and Jerry D. Weathers and wife Ida Mae Weathers, their heirs and assigns, reserve the right to waive any violation of Restrictive Covenants, which they feel to be minor in character and not to adversely affect the overall purpose sought to be attained by these Restrictive Covenants.

In witness whereof we have set our hands this 5th day of August 1988.

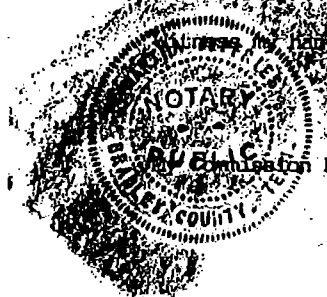
Gene Crisp
Gene Crisp
Jerry D. Weathers
Jerry D. Weathers

State of Tennessee

County of Bradley

Before me personally appeared Gene Crisp and Jerry D. Weathers, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand at office, this 5th day of August, 1988.



Martha J. Joffe
Notary Public

Commission Expires: 5/19/91

STATE OF TENNESSEE, BRADLEY COUNTY

THE FOREGOING INSTRUMENT AND CERTIFICATE WERE NOTED
IN NOTE BOOK 8-2-88 PAGE 24 AT 2:25 O'CLOCK P
19 88 AND RECORDED IN BOOK 155
PAGE 264 STATE TAX PAID \$ FEE
RECORDING FEE 200 TOTAL \$ 200 WITNESS MY HAND.
RECEIPT NO. 47006

Odell Swafford

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Prepared by: Michael M. Allison
Attorney at Law
6401 C Lee Highway
Chattanooga, TN 37421

File: Title Services of Tennessee, Inc.
6401 C Lee Highway
Chattanooga, TN 37421

Mail to

NAME/ADDRESS OF NEW OWNER(S)	MORTGAGEE:
Bryan Simpson	Southpoint Financial Services, Inc.
Michelle Simpson	5910 Shiloh Road East #112
331 Black Fox Road	Alpharetta, GA 30005
McDonald, TN 37353	Owner: XX
TAX MAP NO: 0646-F-005.00	SEND TAX BILL TO: Mortgagee:

WARRANTY DEED

IN CONSIDERATION of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged; MARK DOUGLAS GIBSON and wife, DENISE GIBSON, do hereby sell, transfer and convey unto BRYAN SIMPSON and wife, MICHELLE SIMPSON, the following described real estate:

IN THE SECOND CIVIL DISTRICT OF BRADLEY COUNTY, TENNESSEE:

Lot Five (5), Oak Shadows Subdivision, as shown by plat of record in Plat Book 5, Page 45, in the Register's Office of Bradley County, Tennessee.

REFERENCE for prior title is made to deed of record in Book 1264, Page 22, Book 1043, Page 110 and Book 358, Page 566, all in said Register's Office.

SUBJECT to restrictions of record in Misc. Book 155, Page 264, in said Register's Office.

SUBJECT to Fifteen (15) foot utility easement over front fifteen feet of lot.

SUBJECT to Ten (10) foot drainage/utility easement across exterior lot lines.

SUBJECT to Five (5) foot drainage/utility easement across interior lot lines.

SUBJECT to any governmental zoning and subdivision ordinances or regulations in effect thereon.

2005 taxes are to be prorated between grantor and grantee.

TO HAVE AND TO HOLD, the said described real estate unto the said Bryan Simpson and wife, Michelle Simpson, their heirs and assigns, forever fee simple.

Mark Douglas Gibson and wife, Denise Gibson covenant that they are lawfully seized and possessed of said described real estate; have full power and lawful authority to sell and convey the same; that the title hereto is clear, free and unencumbered, except as hereinabove set out; and, they will forever warrant and defend the same against all other lawful claims.

IN WITNESS WHEREOF, we have hereunto set our hand this 30th day of June, 2005.

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Mark Douglas Gibson
Mark Douglas Gibson

Denise Gibson
Denise Gibson

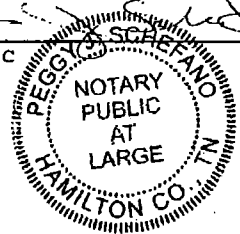
STATE OF TENNESSEE
SS
COUNTY OF HAMILTON

On this 30th day of June, 2005, before me personally appeared Mark Douglas Gibson and wife, Denise Gibson, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 9-24-05



STATE OF TENNESSEE
SS
COUNTY OF HAMILTON

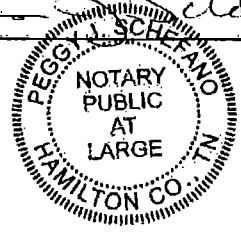
I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 130,000, which amount is equal to or greater than the amount in which the property transferred would command at a fair and voluntary sale.

[Signature]
Affiant-Grantee

Subscribed and sworn to before me this 30 day of June, 2005

[Signature]
Notary Public

My Commission Expires: 9-24-05



BK/PG: 1552/444-445

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2 PGS. 1 AL. - ALL DEEDS	
BOWNE BATCH: 16164	
07/12/2005 - 11:00 AM	
VALUE	330000.00
MORTGAGE TAX	0.00
TRANSFER TAX	661.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	494.00

STATE OF TENNESSEE, BRADLEY COUNTY
RAYMOND SWAFFORD
REGISTER OF DEEDS