

REVISIONS TO VALLEYBROOK/WINDBROOK RESTRICTIONS

WHEREAS, certain restrictive covenants were placed on lots of the original Valleybrook Subdivision on August 14, 1962, and filed for record in Book 1502, Page 621, in the Register's Office of Hamilton County, Tennessee, which lots are as shown by plat of survey and recorded in Plat Book 22, Pages 64 and 65, in the Register's Office of Hamilton County; and

WHEREAS, the restrictions referred to above run until January 1, 1988, and are then automatically extended for successive periods of ten (10) years unless by vote of the then owners of the lots in said original Valleybrook Subdivision, it is agreed to change the covenants in whole or in part, and 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; and

WHEREAS, a majority of the present owners of lots in the original Valleybrook Subdivision, which now includes the Windbrook Subdivision, voted to revise and restate the restrictive covenants pertaining to all of the lots in said original Valleybrook Subdivision (including the Windbrook Subdivision), and to restate said restrictions as set forth in this instrument; and

WHEREAS, the Board of Directors and officers of the Valleybrook/Windbrook Corporation, a corporation chartered and organized under and by virtue of the laws of the State of Tennessee, conducted an election among all of the present owners of lots in the original Valleybrook Subdivision, including the present Windbrook Subdivision, in December of 1987, and by this instrument certify that a majority of the present owners of the lots in the original Valleybrook Subdivision have approved the revisions and restatement of the restrictions as set forth herein, and have directed that this instrument be duly executed by the officers of the Valleybrook/Windbrook Corporation, and recorded in the Register's Office of Hamilton County, Tennessee, with such revisions and restatement to be effective as of the date of the filing of this instrument.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and for the protection of the present owners as well as the future purchasers of lots in the Valleybrook and Windbrook Subdivisions (hereinafter referred to as the "Subdivision"), this declaration and agreement is made:

Each and every conveyance of any one of the lots in the Valleybrook and Windbrook Subdivisions shall be subject to conditions, reservations, covenants and agreements, which will run with the land, as follows:

- (a) All of said lots in said Subdivision shall be and be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one single family dwelling, not to exceed two stories in height, and attached two car or more finished carport or garage and usual domestic servants quarters.
- (b) No residence shall be designed, patterned, constructed, or maintained to serve or for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time, or used in whole or in part for any business service or activity, or for any commercial purpose. Nor shall the lot be used for business purposes or for trucks or other equipment inconsistent with ordinary residential uses.

Handwritten: Plat: 21. 21 / Andrew Pl
1044 W. Market St
Chattanooga, TN 37403

This Instrument Prepared By:
Richard W. Euhman & Associates, P.C.
Attorneys At Law
419 N. Market Street, Suite 210
Chattanooga, Tennessee 37405

EXHIBIT A

- (c) All residences located on lots adjoining the Fairways of the Golf Course shall be "two-front" houses.
- (d) No residence shall be located on any one of said residential building plots nearer to the front line or nearer to any side street line than forty (40) feet, nor nearer than twelve (12) feet to any side lot line; nor nearer than twenty-five (25) feet to the rear lot line.
- (e) No trade of any kind or noxious or offensive 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.
- (f) No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.
- (g) That no part of said lot shall be used for residential purposes or otherwise until a dwelling house, including yard work, conforming fully to the provisions of this instrument, shall have erected thereon, and fully completed: Once the footings of any building are poured, construction must progress continuously until said building is completed and the exterior including the yard work must be completed within twelve (12) months, else the owner of said lot must forfeit damages in the amount of Ten and No/100 (\$10.00) Dollars per day after twelve (12) months has expired until said exterior and all yard work are completed. These damages are to be paid to Valleybrook/Windbrook Corp., its successors or assigns.
- (h) No trailer, basement, tent, shack, incompleated structure, barn, or other outbuilding shall be erected or maintained on any one of said lots or at anytime shall be used as a residence or otherwise temporarily or permanently. No structure of a temporary character shall be erected, used as a residence, or permitted to remain on any lot.
- (i) No dwelling shall be erected or permitted to remain on any one of said residential lots, of less enclosed main living area of the main structure, exclusive of open porches, servants quarters, carports, or garages, than twenty-one hundred (2100) square feet; provided the main living area or quarters may be included in what is known as split-level houses (any level to qualify as main living area shall be exposed for full height on three sides); in event of a two story house, not less than twenty-one hundred (2100) square feet, and at least twelve hundred (1200) square feet of same shall be on the ground or main floor level.
- (j) No lot may be resubdivided into lots of smaller area, except for incorporating into another lot or lots, in which case the subdivided area and lot to which it is attached shall be considered one lot for the purpose of this plan, in which event, the restriction imposed by paragraph (D) above pertaining to side lines, shall be construed as pertaining to the outer side lines of said two or more lots as combined.
- (k) Before any construction or alteration is commenced or carried on, plans, specifications, and plot plan for any dwelling house to be constructed or altered on any one of said lots shall be submitted for approval to a committee appointed by the Valleybrook/Windbrook Corp., and written approval secured, but approval shall not be unreasonably withheld. A duplicate set of approved plans and specifications will remain on file with Valleybrook/Windbrook Corp.

- (l) No asbestos siding or permastone shall be used on houses of any of said building lots, all exposed masonry shall be brick or natural stone, laid in an approved pattern.
- (m) That no horses, mules, burros, cattle, or other like animals shall be kept or allowed to remain upon any portion of any lot; and none of such animals belonging to the owner or occupant of said premises, shall be allowed to roam or run at large on the streets or alleys bounding said premises.
- (n) That no sheep, goats, swine, fowls, rabbits, or animals of a kind and number not ordinarily associated with residential uses and customs, shall be kept or allowed to remain upon any portion of any lot in said Subdivision; neither shall any sheep, goats, swine, fowls, or rabbits belonging to the owners or occupants thereof be allowed to roam or run at large on the streets or alleys bounding said premises.
- (o) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- (p) That before any dwelling on said premises shall be occupied, a septic tank, or a sewage disposal, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed, all sewage from the premises shall be turned into such sewage disposal facility, and the same shall be continuously maintained in proper state of sanitation. The effluent from such septic tank or sewage disposal shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless first it has been passed through an absorption field approved by the public health authority; provided, that upon an approved sanitary system of sewers being installed for the use of the community on which said premises are located, then proper connection of said premises shall be made therewith, in which even said private sewage disposal or septic tank shall be abandoned.
- (q) Whether expressly stated so or not in deed conveying any one or more of said lots, each conveyance shall be subject to the Zoning Act as passed by the State Legislature, Private Acts of 1939, Chapter 460, House Bill No. 1528, as adopted by Resolution of the County Council of Hamilton County, Tennessee, on August 13, 1941, and any amendments thereof.
- (r) Valleybrook/Windbrook Corp. hereby expressly reserves an eight (8) foot easement for utilities at the rear of each and every one of said lots and at the side as indicated on the recorded plat. Said easement hereby reserved is shown on the plat of said lots hereinabove referred to, and the right to install and maintain said utilities, and reasonable access for such purpose, is reserved by the undersigned for itself as well as for public service companies.
- (s) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Submerged containers for garbage shall be provided by property owners. Any containers of the submerged type shall be used in the front yard for storage or disposal.
- (t) No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.
- (u) Where transformer Pads on the ground surface are located, all service connections for electric services, also telephone

service shall be installed underground in accordance with specifications by the Chattanooga Electric Power Board and the South Central Bell Telephone Company. Cable television service similarly shall be installed underground utilizing existing easements reserved for utility service as shown on recorded subdivision plats.

- (v) No hedge or shrub planting which obstructs sight lines at elevations between two (2) to six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within one triangular area formed by the street property line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the cases of a rounded property corner from the intersection lines of the street property lines extended. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No hedges or shrub planting shall be erected, placed, altered, or maintained over four (4) feet in height, unless approved as per paragraph "(K)." No fence or walls of any type or height shall be erected, placed, altered or maintained unless approved as per paragraph "(K)."
- (w) No lot or part of lot shall be used as a right of way leading from any street in the Subdivision to another adjacent tract, which would provide access from either Valleybrook Subdivision or Windbrook Subdivision to any adjacent tract, unless approved by Valleybrook/Windbrook Corp.
- (x) Valleybrook/Windbrook Corp. reserves the right to permit golfers to retrieve golf balls from all properties, provided no harm is committed against said property.
- (y) Cut-ins for driveways must be made in the concrete curb, and these alterations of the concrete curb and gutter for any purposes such as driveways, entrances, and etc., shall be performed by the owner only after written approval and in a manner as approved by Valleybrook/Windbrook Corp.
- (z) All dwelling houses shall have conventional and acceptable frontal appearances from the main street fronting said lots. No boats, trailers, campers, or motor homes will be allowed to be parked on streets or any lot for a period of more than fourteen days.
- (aa) All of said lots in said subdivision must from date of purchase be maintained by 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 an owner of a lot in said subdivision fails of his own volition to maintain his lot in a neat and orderly condition, Valleybrook/Windbrook Corp., or its duly appointed agent, may enter upon such lot without liability and proceed to put said lot into an orderly condition, billing the cost of such work to the owners.

In event, that for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any Court of Record to be invalid, such action shall affect in no wise any of the other provisions, which shall remain in full force and effect, the owners 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 the said lots of land, and all titles to, and estates therein, shall be subject thereto, and the same shall be binding upon, and in favor of, each and every owner and occupant of the same until January 1, 1998, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years unless

by vote 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. None of the present owners of lots, nor any party or parties claiming under them shall or will convey, devise, or demise any or either of said lots or any part of the same except as being subject to the said covenants, conditions and restrictions, and the obligation to observe and perform the same. The said conditions, covenants, 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 an owner of any lot in the Subdivision or any party or parties claiming thereunder shall violate or attempt to violate any of the covenants or restrictions herein provided before January 1, 1998, or within the extended time as hereinbefore provided, it shall be lawful for the Valleybrook/Windbrook Corporation, or other person or persons owning any lot or lots in said Subdivision 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.

IN WITNESS WHEREOF, and pursuant to authority from its Board of Directors, said Valleybrook/Windbrook Corp. has caused its corporate name to be signed and this instrument to be executed in the name and on behalf of said Corporation by H.W. Sanders, its President, and Pauline T. Eberle, its Secretary, on this the 31st day of December, 1987.

VALLEYBROOK/WINDBROOK CORP.

By: *H.W. Sanders*
President

ATTEST:

Pauline T. Eberle
Secretary

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

Before me, *Sherry Chew*, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared H.W. Sanders and Pauline T. Eberle, with whom I am personally acquainted and who upon oath acknowledged themselves to be the President and Secretary, respectively, of Valleybrook/Windbrook Corp., the within named bargainer, a corporation, and that they, as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such President and Secretary.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal at Office in said County and State on this the 31st day of December, 1987.

Sherry Chew My Commission Expires: 10-4-89
Notary Public