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WALNUT RUN

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RESTRICTIVE COVENANTS  
WALNUT RUN SUBDIVISION

User: AJOHNSON  
Date: 19-MAR-2007  
Time: 10:55:19 A  
Operator: Pam Hurst, Register  
Hamilton County Tennessee

WHEREAS, WE HARVEY AND LINDA ROBINSON, BILL FINE AND MARSHALL BERRY ARE THE OWNERS OF PROPERTY IN THE SECOND CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE, KNOWN AS WALNUT RUN SUBDIVISION LOTS 1 THRU 80

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WHEREAS, IT IS OUR INTENT, PURPOSE, AND DESIRE TO INSURE THAT THE VARIOUS LOTS IN SAID SUBDIVISION ARE DEVELOPED INTO A RESIDENTIAL SECTION, AND FOR SUCH PURPOSES, THERE ARE IMPOSED ON THE VARIOUS LOTS, UNLESS SPECIFIED OTHERWISE, THE RESTRICTIVE COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, WHICH SHALL BE DEEMED TO BE A PART OF THE CONSIDERATION FOR THE CONVEYING OF SAID LOTS, AND SAID RESTRICTIVE COVENANTS AND CONDITIONS SHALL RUN WITH THE LAND, THE SAME BEING FOR USE, PROTECTION, AND BENEFIT OF THE PRESENT AND FUTURE OWNERS OF LOTS IN SAID SUBDIVISION, AND ARE TO BE EFFECTIVE, WHETHER OR NOT THEY ARE SET FORTH SPECIFICALLY IN SUBSEQUENT CONVEYANCES.

THESE RESTRICTIVE COVENANTS AND CONDITIONS ARE IN ADDITION TO ANY MUNICIPAL OR GOVERNMENTAL REGULATION OF ORDINANCES, WHICH ARE NOW, OR MAYBE AT SOME FUTURE TIME, IN EFFECT AND APPLICABLE THERETO; AND IF ANYONE OR MORE OF THESE RESTRICTIVE COVENANTS AND CONDITIONS SHALL BE DEEMED TO BE OVERRULED THEREBY, INFERIOR THERETO, AND INAPPLICABLE TO THE EXTENT OF SAID CONFLICT, BUT SUCH OVERRULING OF ONE OR MORE OF THE FOLLOWING PROVISIONS, EITHER IN WHOLE OR IN PART, SHALL NOT INVALIDATE ANY OF THE REMAINING PROVISIONS OR PARTS THEREOF. IF ANY OF THE RESTRICTIVE COVENANTS AND CONDITIONS HEREIN SET FORTH SHALL BE HELD INVALID BY ANY COURT OF COMPETENT JURISDICTION, THE REMAINDER OF THE PROVISIONS OF THIS INSTRUMENT AND THE APPLICATION TO PURPOSES OF CIRCUMSTANCES OTHER THAN TO WHICH THE SAME MAY BE HELD INVALID, SHALL NOT BE AFFECTED THEREBY.

1.) LAND USE AND BUILDING TYPE: ALL LOTS SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY. (EXCEPT ONE LOT WILL BE USED AS RECREATION AND WILL BE EXEMPT FROM THIS PURPOSE.) NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED, OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING, NOT TO EXCEED TWO AND ONE HALF STORIES IN HEIGHT, AND WHICH MUST

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INCLUDE A GARAGE FOR A MINIMUM OF TWO CARS, (EXCEPT FOR LOTS 1 THRU 10 MAY HAVE ONLY ONE SINGLE GARAGE.) EITHER ATTACHED TO MAIN DWELLING OR BENEATH THE SAME. NO OUT BUILDINGS OF ANY KIND WILL BE PERMITTED.

ALL DRIVEWAYS MUST BE CONCRETE AND ALONG STREET SIDEWALKS WILL BE INSTALLED OF CONCRETE AND POURED TOUCHING THE BACKSIDE OF CURB AND FOUR FEET IN WIDTH. (EXCEPT FOR LOTS 1 THRU 10.) ALL RESIDENCES MUST HAVE A MAIL BOX POLE WITH LIGHT AND BE OF THE SAME TYPE, HAVE INSTALLED AN ELECTRIC LIGHT WITH A DUSK TO DAWN SENSOR WIRED STRAIGHT TO BREAKER BOX.

2. DWELLING SIZE. THE MAIN DWELLING STRUCTURE MUST HAVE A MINIMUM OF 1600 SQUARE FEET, EXCLUSIVE OF PORCHES AND GARAGES, ON THE BASIC GROUND LEVEL WITH THE EXCEPTION HEREINAFTER MADE FOR TWO-STORY DWELLINGS, IF IT EXPRESSLY STIPULATED THAT NO AREA BELOW GROUND FLOOR LEVEL, NOR ANY AREA ABOVE GROUND FLOOR LEVEL, SHALL BE INCLUDED IN CLACULATING THE MINIMUM SQUARE FOOTAGE, WITH EXPRESS PROVISION AND STIPULATION THAT WHERE THE RESIDENCE IS OF "SPLIT LEVEL" CONSTRUCTION THE UPPER PORTION OF THE SPLIT-LEVEL SHALL BE TREATED AND CONSIDERED AS A PART OF THE GROUND FLOOR AREA. AS FOR TWO-STORY DWELLINGS, A TOTAL MINIMUM LIVING AREA FOR THE FIRST FLOOR SHALL BE 900 SQUARE FEET. EXCLUDING A BASEMENT, AND WITH THE REALIZATION THAT ON THE FIRST FLOOR AREA THERE WILL BE AN AREA FOR A GARAGE THAT IS NOT INCLUDED IN CALCULATING THE LIVING AREA. (EXCEPT FOR LOTS 1 THRU 10 DOES NOT APPLY.)

3. BUILDING LOCATION. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE THAN 25 FEET, NOR NEARER THAN 10 FEET TO ANY INTERIOR LOT LINE, AND NOT NEARER THAN 25 FEET TO ANY SIDE STREET LOT LINE, FOR THE PURPOSE OF THIS COVENANT, EAVES, STEPS, AND OPEN PORCHES SHALL NOT BE CONSIDERED AS PART OF THE BUILDING, PROVIDING, HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF THE BUILDING ON THE LOT TO ENCROACH UPON ANOTHER LOT. NO PROVISION OF THIS PARAGRAPH SHALL BE CONSTRUED TO PERMIT ANY STRUCTURE TO BE ERECTED SO THAT IT DOES NOT CONFORM TO THE APPLICABLE ZONING LAWS AND REGULATIONS. IT IS STIPULATED THAT NO FENCE OF ANY KIND OR CHARACTER SHALL BE LOCATED EXCEPT TO THE REAR LINE OF THE DWELLING; FURTHER, AS TO CORNER LOTS, NO FENCE SHALL BE ERECTED NEARER THAN 30 FEET FROM THE SIDE STREET LINE. NO CHAIN LINK FENCES, NO FENCE SHALL BE ERECTED IN HEIGHT MORE THAN 4 FEET FROM GROUND. NO PORTABLE ANIMAL LOT OF ANY KIND ALLOWED. IN ORDER TO ERECT THE FENCE THE LOT OWNER MUST GET WRITTEN PERMISSION FROM THE DEVELOPERS, OR THEIR REPRESENTATIVES.

4. LOT AREA AND WIDTH. IT IS PROVIDED THAT NO MORE THAN ONE DWELLING HOUSE SHALL BE ERECTED OR MAINTAINED ON ANY ONE LOT; PROVIDING HOWEVER, THAT THIS WILL NOT PREVENT THE USE OF ONE OR MORE LOTS OR PARTS OF LOTS AS SINGLE BUILDING LOT, PROVIDING THAT THE DIVISION OR REARRANGEMENT OF BOUNDARY LINES OF THE SUBDIVISION SHALL NOT INCREASE THE NUMBER OF LOTS ORIGINALLY PLATTED. (EXCEPT ONE LOT WILL BE USED FOR RECREATION)

5. NUISANCES, NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. IN PARTICULAR, TRACTOR TRUCKS SHALL NOT FREQUENTLY OR HABITUALLY BE KEPT PARKED ON A DRIVEWAY, NOR SHALL THE OWNER OF ANY LOT IN THE SUBDIVISION, PARK A TRACTOR TRUCK OR ANY OTHER VEHICLE IN THE STREET OR STREETS HEREIN, FURTHER, TRUCKS LARGER THAN PICK-UPS, MOTOR HOMES, CAMPERS, BOATS, TRAILERS AND ANY INOPERABLE VEHICLES OF ANY KIND THAT CANNOT BE STORED INSIDE THE GARAGE, WILL NOT BE PERMITTED TO BE PARKED AND OR STORED ON LOT OR IN DRIVEWAY.

6. TEMPORARY STRUCTURES. 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 BEING TO PREVENT THE USE THEREON OF A GARAGE, INCOMPLETE STRUCTURE, MOTOR HOME, TRAILER, BARN, TENT, OUTBUILDING OR OTHER STRUCTURE AS A TEMPORARY LIVING QUARTERS BEFORE OR PENDING THE ERECTION OF A PERMANENT BUILDING. 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. CONSTRUCTION PERIOD. ANY RESIDENCE BEING ERECTED ON A LOT SHALL BE COMPLETED WITHIN 12 MONTHS FROM THE DATE THE LOT IS CLEARED AND/OR PREPARED FOR COMMENCEMENT OF CONSTRUCTION.

8. LIVESTOCK AND POULTRY. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSE, AND NO PORTABLE OUTSIDE PEN, OR CAGE OF ANY KIND PERMITTED.

9. GARBAGE AND REFUSE DISPOSAL. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE, OR

OTHER WASTE SHALL NOT BE KEPT, EXCEPT IN A SANITARY CONTAINER, ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OF DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

10. SEWAGE DISPOSAL. NO INDIVIDUAL SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT, UNLESS SUCH SYSTEM IS DESIGNED, LOCATED, AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS, RECOMMENDATIONS OF LOCAL PUBLIC HEALTH AUTHORITIES APPROVAL OF SUCH SYSTEMS WILL BE OBTAINED FROM SAID LOCAL HEALTH AUTHORITIES.

11. FOUNDATION VENEERS. NO EXPOSED CONCRETE BLOCK MAY BE USED ON THE EXTERIOR OF A DWELLING. ALL EXTERIOR FOUNDATIONS MUST BE COVERED WITH BRICK OR NATURAL STONE, MAN MADE STONE MAY BE USED WITH WRITTEN PERMISSION OF DEVELOPERS, THE FRONTS OF ALL DWELLINGS MUST HAVE A MINIMUM OF 40% BRICK OR NATURAL STONE. (EXCEPT FOR LOTS 1 THRU 10)

12. MAN-MADE STONE. NO MAN-MADE STONE MAY BE USED WITH-OUT THE WRITTEN PERMISSION OF THE DEVELOPERS, OR THEIR REPRESENTATIVES.

13. PORCHES AND STEPS. ALL FRONT PORCHES MUST BE MASONARY CONSTRUCTION WITH ALL ELEVATIONS OF SAME COVERED WITH BRICK OR NATURAL STONE, THE STEPS OF ALL PORCHES ON THE FRONT MUST BE BRICK OR NATURAL STONE.

14. ROOFS. THE ROOFS OF THE DWELLINGS AND ATTACHED GARAGE MUST BE A MINIMUM OF 6/12 PITCH, BUT THIS REQUIREMENT WILL NOT APPLY TO PORCHES. ROOFING SHALL BE 3 DIMENSIONALY OR ENGINEERED STYLE.

15. PROPANE TANKS. ALL PROPANE TANKS MUST BE UNDERGROUND.

16. CLEARANCE OF DEBRIS. IN THE CONTRUCTION OF A RESIDENCE UPON A LOT, THE BUILDER SHALL KEEP ALL DEBRIS CLEARED FROM THE STREET OR STREETS BOUNDING THE LOT; AND KEEP HIS/HER LOT CLEAN OF DEBRIS AND IN A DUMPSTER TO WHERE IT CANNOT BE BLOWN TO ADJOINING LOTS.

17. PLAN APPROVAL. BEFORE ANY CONSTRUCTION IS COMMENCED OR CARRIED ON, PLANS AND SPECIFICATIONS FOR ANY DWELLING HOUSE TO BE CONSTRUCTED ON ANY ONE OF SAID LOTS SHALL BE SUBMITTED FOR APPROVAL TO TERRY L. PAYNE AND/OR AN AGENT OF THE ROBINSONS OR

MCDANIEL AND SON CONSTRUCTION WRITTEN APPROVAL PROCURED.

18. PROPERTY MAINTENANCE. ALL BUILDINGS AND IMPROVEMENTS TO THE LOTS IN SAID SUBDIVISION MUST, FROM THEIR COMPELETION, BE MAINTAINED BY THE OWNERS IN A NEAT, WELL REPAIRED CONDITION, (GRASS BEING CUT WHEN NEEDED, AS WELL AS LEAVES, BROKEN LIMBS AND OTHER DEBRIS BEING REMOVED WHEN NEEDED.) IN THE EVENT THAT AN OWNER FAILS, OF HIS OWN VOLITION TO MAINTAIN HIS/HER LOT IN A NEAT AND ORFERLY CONDITION, THE DEVELOPERS, OR THEIR APPOINTED AGENT, MAY ENTER UPON SAID LOT WITHOUT LIABILITY AND PROCEED TO PUT SAID LOT IN AN ORDERLY CONDITION. BILLING THE COST OF SUCH WORK TO THE LOT OWNER. ALL LOT OWNERS IN THE SUBDIVISION ARE REQUESTED TO AID IN KEEPING CARS, TRUCKS AND DELIVERY TRUCKS OFF CURBS OF THE STREETS, AS THE SAME CAN BE EASILY BROKEN.

19. LANDSCAPES. EXCESSIVE REMOVAL OF TREES WILL BE DEEMED TO BE A NUISANCE TO THE ADJOINING NEIGHBORS AND WILL MAR THE BEAUTY OF THE SUBDIVISION. HOWEVER, WHEN THE BUILDER DEEMS IT ADVISABLE, MORE THAN THE MAJORITY OF SUCH TREES MAY BE REMOVED PROVIDED THAT AT LEAST 2 HARDWOODS, 6 FEET OR GREATER IN HEIGHT REMAIN OR ARE PLANTED IN THE FRONT YARD AREA OF THE RESIDENCE. YARDS TO BE SODED FRONT AND SIDES TO BACK OF HOUSE AND WILL BE FESCUE SOD. (EXCEPT LOTS 1 THRU 10)

20. SIGNS. NO SIGNS OR CHARACTER SHALL BE DISPLAYED OR PLACED UPON ANY PART OF THE PROPERTY EXCEPT THOSE ADVERTISING THE PROPERTY FOR SALE AND THOSE USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING CONSTRUCTION AND SALES PERIOD, SAID SIGNS REFERRING ONLY TO THE PREMISES ON WHICH DISPLAYED. NO SUCH SIGN SHALL EXCEED NINE (9) SQUARE FEET IN SIZE NOR HAVE AN OVERALL HEIGHT EXCEEDING FOUR (4) FEET ABOVE GROUND LEVEL.

21. SATELLITE DISHES. SATELLITE RECEIVERS OR DISHES MUST BE LOCATED SO THAT THEY ARE NOT VISIBLE FROM THE STREET ON WHICH THE DWEELING FRONTS AND FROM SIDE STREETS IN CASE OF A CORNER LOT.

22. TERMS OF COVENANTS. THESE COVENANTS RUN WITH THE LAND AND ARE 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 WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE TEN(10) YEAR PERIODS, UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THEN OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

23.ENFORCEMENT. IN THE EVENT OF VIOLATION OR ATTEMPTED VIOLATION OF ANYONE OR MORE OF THE FOREGOING RESTRICTIVE COVENANTS AND CONDITIONS, THE PARTY OR PARTIES GUILTY THEREOF SHALL BE SUBJECT TO AND LIABLE AT THE SUIT OF LINDA AND HARVEY ROBINSON, AND/OR MCDANIEL AND SON CONSTRUCTION COMPANY INC. THEIR HEIRS OR ASSIGNS, TO BE ENJOINED BY PROPER PROCESS FROM SUCH VIOLATION, AND SHALL BE FURTHER LIABLE FOR SUCH DAMAGES AS MAY ACCRUE, IT BEING STIPULATED THAT COURT COSTS AND REASONABLE ATTORNEY FEES INCIDENT TO ANY SUCH PROCEEDINGS SHALL CONSTITUTE LIQUIDATED DAMAGES, WE RESERVE THE RIGHT AND THE PRIVILEGE OF WAIVING MINOR VIOLATIONS OF THESE RESTRICTIVE COVENANTS AND CONDITIONS WHEN THE SAME DO NOT, IN OUR OPINION, MATERIALLY AFFECT THE PURPOSES SOUGHT TO BE ATTAINED BY THESE RESTRICTIVE COVENANTS, AND PROVIDING THAT IF SUCH VARIANCE OR VIOLATIONS, A VIOLATION OF ANY ZONING ORDINANCE, VARIANCE FOR SUCH ZONING VIOLATION MUST ALSO BE PROCURED.

24. SEVERABILITY. THE INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

25. APPLICABILITY TO OTHER LANDS. IT IS EXPRESSLY STIPULATED THAT THESE RESTRICTIVE COVENANTS AND CONDITIONS ARE APPLICABLE ONLY TO THE LAND REFERENCED ABOVE, AND THEY DO NOT APPLY TO ANY OTHER PROPERTY IN THE VICINITY OWNED BY LINDA AND HARVEY ROBINSON AND/OR MCDANIEL AND SON CONSTRUCTION COMPANY INC.

26. PROPERTY OWNERS ASSOCIATION. THE DEVELOPERS INTEND FOR THERE TO BE ESTABLISHED A PROPERTY OWNERS ASSOCIATION. THE ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ANY COMMUNITY LOTS AND TO TAKE CARE OF AND ENFORCEING THE RESTRICTIVE COVENANTS AND CONDITIONS. THE PROPERTY OWNERS ASSOCIATION WILL BE STARTED AT THE DEVELOPERS DISCRETION.

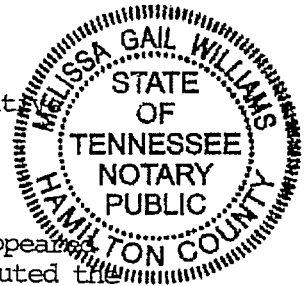
Witness my hand this 19th day of March, 2007.

Walnut Run

*Terry Payne*

By: Terry Payne

Title: Authorized Representative



STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 19th day of March, 2007, before me personally appeared Terry Payne, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as Walnut Run free act and deed.

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

*Melissa Gail Williams*

My Commission Expires: 10/06/2009