

Prepared By: Charles W. Jones
3128 Leggett Road
Salem Creek, TN 37373

AG 4569 PAGE 350

*Mark J. J. Construction Co., Inc.
8734 Daisy Dallow Rd.
Hixson, Ga. 30141*

RESTRICTIVE COVENANTS
ON
BAY RUN SUBDIVISION

WHEREAS, Charles W. Jones and Alvin E. Ferguson are the owners of Lots No 4 through 8 of Bay Run Subdivision as shown by plat of record in Plat Book 52 page 363, in the Register's Office of Hamilton County, Tennessee, and it is the intent, purpose and desire of Charles W. Jones and Alvin E. Ferguson to insure the proper development of said subdivision into an exclusive residential section, and in order to carry out this intent and purpose, Charles W. Jones and Alvin E. Ferguson do hereby impose the Restrictive Covenants and Conditions hereafter set forth, which shall be a part of the Consideration in the sale of conveyance of each lot in the subdivision, shall run with the land, and are for the use and benefit of the present and future owners of said property, whether referred to in subsequent conveyances or not.

The restrictive covenants herein are in addition to any municipal or governmental requirements which now or may in the future affect said lots. If any of the following provisions or the application of the same to any purpose or circumstances shall be held invalid by any court of law, the remainder of this instrument or its application to purposes or circumstances other than to which it is held invalid shall not be affected thereby.

Ch. 118

(1) BUILDING LOCATION: The front of all dwellings shall be located 60 (sixty) feet from front property line, the dwelling shall not be nearer than 10 (ten) feet to any side property line, nor nearer than 25 (twenty five) feet to any rear property line. For the purpose of this provision, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be considered to permit any portion of a building on a lot to encroach upon another lot. (No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any lot that does not conform to zoning laws and regulations applicable thereto.)

BOOK 4569 PAGE 351

(2) LAND USE: No lot shall be used except for one (1) single family residence.

(3) BUILDING TYPES: All buildings shall meet and conform with all required governmental building codes. Manufactured housing will not be permitted. No open foundations or exposed concrete block shall be allowed. Concrete block shall be veneered with brick or stone, or shall be covered with stucco sufficiently thick that joints therein are not visible.

(4) MINIMUM BUILDING SIZE: With respect to a single family dwelling, the same shall contain a minimum finished area of 1,250 square feet, exclusive of garages, carports, porches. In addition to the restricted minimum square footage above described, the front of the dwelling shall face the front of the lot.

(5) GARAGES, CARPORTS, AND OUTBUILDINGS: All garages and carports shall be attached to the dwelling, or in the basement area of the structure, and have concrete driveways from garage to roadway, unless otherwise approved by the developer. One (1) storage outbuilding will be permitted on each lot; however such storage buildings shall be no smaller than eight feet by eight feet (8'x 8') in size and shall be no larger than sixteen feet by sixteen feet (16'x 16'). All storage buildings shall be located in the rear of the house and positioned on the area of the lot that is least visible from the front street. Such buildings shall be constructed with the same siding material and color, the same roofing material and color, and the same trim color as the dwelling.

(6) No noxious or offensive trade shall be conducted or anything done that may become an annoyance or nuisance to the neighborhood or be objectionable by reason of smoke, dust or noise.

BOOK 4569 PAGE 352

(7) No fowls, horses, mules, cattle, goats, pigs or like animals other than usual domestic pets shall be kept or permitted to remain on the premises.

(8) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other non-conforming building shall be placed on or used at any time as a residence either temporarily or permanently. There shall be no junked or unused vehicles left or permitted to remain on any lot, nor shall there be any commercial trucks (over 3/4 ton) frequently or habitually parked in yards, driveways or roadways.

(9) Other than a decorative type (less than 40 feet long and less than 33 inches high) there will be no fences, of any material in the front yards. Side and rear fences shall be no closer to the front of the lot than the front of the dwelling. The purpose of this covenant is to assure that front yard view and visibility remains unobstructed.

(10) ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure on the lot, has been submitted to and approved in writing by the Developer or his assigns. Such approval will not be unreasonably withheld as long as the improvements are in keeping with the quality of workmanship and materials of other buildings, and the proposed structure is in harmony with the design and appearance of other structures and as to location with respect to topography and finish grade elevation.

(11) The right to use any lot or part of any lot for a public or private road right-of-way is reserved to the owner-developer, his successors and assigns. No other party owning any of the lots in the said subdivision shall have the right to use any part of any lot for a public or private road or right-of-way.

BOOK 4569 PAGE 353

(12) When construction of a residence has been commenced, the same shall be carried forward without undue delay, and must be completed within a period not to exceed nine months from the beginning of construction. Any party violating this provision shall be liable to pay the sum of \$50.00 (fifty dollars) per day to the developer after expiration of the nine month period, as liquidated damages, until such violation is terminated.

(13) No mass communication signal receiving devices (such as a TV satellite "dish" antenna) shall be erected or permitted to remain in the front or side of any residence, nor upon any improvement located on any lot. Such devices, when permitted shall be placed in the rear of the dwelling.

(14) TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of the recording of same, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been executed and recorded, agreeing to change said covenants in whole or in part.

(15) In order to promote the quality appearance of the subdivision, preserve the desirability of the neighborhood, and to uphold and maintain the economic value of the investment of each lot owner, the appearance of each residence shall be well maintained, yards and grass will be kept mowed and free of any accumulation of clutter or un-used items. Any boats, camping trailers, or recreational items shall not be regularly parked in the front or at the side of a dwelling, but stored in the basement, garage or at the rear of the residence in an area not visible from the front street.

BOOK 4569 PAGE 354

In order to achieve compliance with these covenants, as well to assure overall community maintenance of common areas (roads, entrances, etc.) and to develop common interests, activities, the Developer encourages and will support efforts by property owners to establish and maintain an organized Neighborhood Association.

16 VIOLATIONS AND ENFORCEMENT: In the event of the violation, or attempted violation, of any one or more of the provisions of the covenants herein, the Developer, his successors or assigns, including all parties hereinafter becoming owners of any one or more of the lots to which the provisions of these covenants apply, may bring an action or actions against the Owner in violation, or attempting violation, and the said owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorneys fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of set-back lines, front, side or rear, which may be minor in character and approved by the appropriate governmental zoning authority, a waiver thereof may be made by the Developer, his successors or assigns. Further, the Developer may grant variances of other restrictive covenants contained herein if such variances do not, in the sole discretion of the Developer, adversely affect the purposes sought to be obtained hereby.

By reason of the rights of enforcement of the provisions of this section being given unto the owners of Lots (subject to rights of variances reserved by the Developer), it shall not be incumbent upon the Developer to enforce the provisions of these Restrictive Covenants or to prosecute any violation thereof. The Developer shall not be responsible or liable for any violation of the covenants herein by any person other than himself.

BOOK 4569 PAGE 355

Executed this 29th day of September, 19 95.

Charles W. Jones
Charles W. Jones

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 29th day of September, 19 95.

before me personally appeared Charles W. Jones, with whom I am personally acquainted, and who upon oath acknowledged that he executed the foregoing and his free act and deed.

IN WITNESS WHEREOF I have hereto set my hand and seal.

Kimberly D. English
NOTARY PUBLIC

COMMISSION EXPIRES:

9-21-99

Executed this 29th day of September, 19 95.

Alvin E. Ferguson
Alvin E. Ferguson

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 29th day of September, 19 95.

before me personally appeared Alvin E. Ferguson, with whom I am personally acquainted, and who upon oath acknowledged that he executed the foregoing and his free act and deed.

IN WITNESS WHEREOF I have hereto set my hand and seal.

Kimberly D. English
NOTARY PUBLIC

COMMISSION EXPIRES:

9-21-99

BOOK 4569 PAGE 356

09/29/95 MISC

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**28.00 A

286512

PAMELA ROAST
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

'95 SEP 29 PM 1 28

BY: *Paul Jordan*
DEPUTY

RECPT. # 793949

J & F Construction Co Inc
8734 DAISSY DALLAS RD
Hixson TN 37343
RESTRICTIVE COVENANTS
ON
BAY RUN SUBDIVISION

BOOK 4848 PAGE 91
Prepared by
Charles W. Jones

same
8734 DAISSY DALLAS RD
Hixson TN 37343

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WHEREAS, Charles W. Jones and Alvin E. Ferguson are the owners of Lots No 4 through 7 of Bay Run Subdivision as shown by plat of record in Plat Book 55 page 286 in the Register's Office of Hamilton County, Tennessee, and it is the intent, purpose and desire of Charles W. Jones and Alvin E. Ferguson to insure the proper development of said subdivision into an exclusive residential section, and in order to carry out this intent and purpose, Charles W. Jones and Alvin E. Ferguson do hereby impose the Restrictive Covenants and Conditions hereafter set forth, which shall be a part of the Consideration in the sale of conveyance of each lot in the subdivision, shall run with the land, and are for the use and benefit of the present and future owners of said property, whether referred to in subsequent conveyances or not.

The restrictive covenants herein are in addition to any municipal or governmental requirements which now or may in the future affect said lots. If any of the following provisions or the application of the same to any purpose or circumstances shall be held invalid by any court of law, the remainder of this instrument or its application to purposes or circumstances other than to which it is held invalid shall not be affected thereby.

(1) BUILDING LOCATION: The front of all dwellings shall be located 60 (sixty) feet from front property line, the dwelling shall not be nearer than 10 (ten) feet to any side property line, nor nearer than 25 (twenty five) feet to any rear property line. For the purpose of this provision, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be considered to permit any portion of a building on a lot to encroach upon another lot. (No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any lot that does not conform to zoning laws and regulations applicable thereto.)

BOOK 4648 PAGE 92

(2) LAND USE: No lot shall be used except for one (1) single family residence.

(3) BUILDING TYPES: All buildings shall meet and conform with all required governmental building codes. Manufactured housing will not be permitted. No open foundations or exposed concrete block shall be allowed. Concrete block shall be veneered with brick or stone, or shall be covered with stucco sufficiently thick that joints therein are not visible.

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1648 93

(7) No fowls, horses, mules, cattle, goats, pigs or like animals other than usual domestic pets shall be kept or permitted to remain on the premises.

(8) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other non-conforming building shall be placed on or used at any time as a residence either temporarily or permanently. There shall be no junked or unused vehicles left or permitted to remain on any lot, nor shall there be any commercial trucks (over 3/4 ton) frequently or habitually parked in yards, driveways or roadways.

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(11) The right to use any lot or part of any lot for a public or private road right-of-way is reserved to the owner-developer, his successors and assigns. No other party owning any of the lots in the said subdivision shall have the right to use any part of any lot for a public or private road or right-of-way.

4308 4648 Page 94

(12) When construction of a residence has been commenced, the same shall be carried forward without undue delay, and must be completed within a period not to exceed nine months from the beginning of construction. Any party violating this provision shall be liable to pay the sum of \$50.00 (fifty dollars) per day to the developer after expiration of the nine month period, as liquidated damages, until such violation is terminated.

(13) No mass communication signal receiving devices (such as a TV satellite "dish" antenna) shall be erected or permitted to remain in the front or side of any residence, nor upon any improvement located on any lot. Such devices, when permitted shall be placed in the rear of the dwelling.

(14) **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of the recording of same, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been executed and recorded, agreeing to change said covenants in whole or in part.

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BOOK 4648 PAGE 95

In order to achieve compliance with these covenants, as well to assure overall community maintenance of common areas (roads, entrances, etc.) and to develop common interests, activities, the Developer encourages and will support efforts by property owners to establish and maintain an organized Neighborhood Association.

16 VIOLATIONS AND ENFORCEMENT: In the event of the violation, or attempted violation, of any one or more of the provisions of the covenants herein, the Developer, his successors or assigns, including all parties hereinafter becoming owners of any one or more of the lots to which the provisions of these covenants apply, may bring an action or actions against the Owner in violation, or attempting violation, and the said owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorneys fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of set-back lines, front, side or rear, which may be minor in character and approved by the appropriate governmental zoning authority, a waiver thereof may be made by the Developer, his successors or assigns. Further, the Developer may grant variances of other restrictive covenants contained herein if such variances do not, in the sole discretion of the Developer, adversely affect the purposes sought to be obtained hereby.

By reason of the rights of enforcement of the provisions of this section being given unto the owners of Lots (subject to rights of variances reserved by the Developer), it shall not be incumbent upon the Developer to enforce the provisions of these Restrictive Covenants or to prosecute any violation thereof. The Developer shall not be responsible or liable for any violation of the covenants herein by any person other than himself.

BOOK 4648 PAGE 96

Executed this 15th day of March, 19 96.

Charles W. Jones
Charles W. Jones

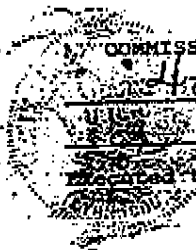
STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 15th day of March, 19 96,

before me personally appeared Charles W. Jones, with whom I
am personally acquainted, and who upon oath acknowledged that
he executed the foregoing and his free act and deed.

IN WITNESS WHEREOF I have hereto set my hand and seal.

Kimberly R. English
NOTARY PUBLIC



MY COMMISSION EXPIRES:

4-21-99

Witnessed this 15th day of March, 19 96.

Alvin E. Ferguson
Alvin E. Ferguson
03/15/96 MISC

24.00 4234.00

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 15th day of March, 19 96,

before me personally appeared Alvin E. Ferguson, with whom I
am personally acquainted, and who upon oath acknowledged that
he executed the foregoing and his free act and deed.

IN WITNESS WHEREOF I have hereto set my hand and seal.

Kimberly R. English
NOTARY PUBLIC



MY COMMISSION EXPIRES:

4-21-99

DEPUTY
820160
MAR 15 PM 1 30
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

316636

OWNER	SEND FOR BILLS TO
THE SIGNATURE OF THE SENDER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SET OUT IN THIS BLOCK	

PREPARED BY
CHARLES O. MCN H. ATTORNEY
 417 WALNUT STREET
 CHATTANOOGA, TENNESSEE 37402

AMENDMENT OF RESTRICTIVE COVENANTS

This Amendment of Restrictive Covenants is hereby made, published and declared this 17th day of April, 1996, by Alvin E. Ferguson and Charles W. Jones (Developers):

WHEREAS, the Developers have developed and are in the process of developing certain real property located in Hamilton County, Tennessee, said property being lots in the Subdivision of Bay Run as shown on plat of record in Plat Book 53, Page 358 and Plat Book 55, Page 284, in the Register's Office of Hamilton County, Tennessee; AND

WHEREAS, Restrictive Covenants have been imposed upon all lots in Bay Run Subdivision by instruments recorded in Book 4569, Page 350, and Book 4648, Page 91, in the Register's Office of Hamilton County, Tennessee; AND

WHEREAS, the Developers desire to amend the Restrictive Covenants as to all the lots in said Subdivision which they and J and F Construction are still in possession.

NOW THEREFORE, IN CONSIDERATION of One (\$1.00) Dollar and other valuable considerations paid, the receipt of all of which is hereby acknowledged: The Developers hereby amend the aforementioned Restrictive Covenants as follows:

BUILDING LOCATION: The front of all dwellings shall be a minimum of twenty-five (25) feet from property line, unless the lot is on Daisy Dallas Road. If the lot is on Daisy Dallas Road then the front of the dwelling shall be sixty (60) feet from front property line. The remainder of the building location restrictions as set out in aforementioned restrictions shall not be changed by this amendment and shall remain in full force and effect.

Said aforementioned Restrictive Covenants shall remain in full force and effect except as herein amended.

WITNESS our Hands this 17 day of April, 1996

Alvin E. Ferguson
 ALVIN E. FERGUSON
Charles W. Jones
 CHARLES W. JONES

ck 519

STATE OF TENNESSEE
COUNTY OF HAMILTON

06/29/96 MISC

8.00

**8.00 C

On this 17 day of April, 1996, before me personally appeared ALVIN E. FERGUSON and CHARLES W. JONES, to me known (or proved to me on the basis of satisfactory evidence) to be the persons 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

Kimberly English
NOTARY PUBLIC

EXPIRES: 4-21-99

324415

RECEIVED
REALESTATE CENTER
HAMILTON COUNTY
STATE OF TENNESSEE

'96 APR 29 AM 9 35

Dr. S. [Signature]
RECEIVED
APR 29 1996

4881 582

CYR. 111/06/97/05339/55

OWNER	SEND TO: 06/13/07
<small>THE GRANTEE OF THIS DEED IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SET FORTH IN THIS BLOCK</small>	
MAP PARCEL NO	

PREPARED BY
 CHARLES O. HONER, ATTORNEY
 812 WALNUT STREET
 CHATTANOOGA, TENNESSEE 37407

EXTENSION OF RESTRICTIVE COVENANTS

This Extension of Restrictive Covenants is hereby made, published, and declared this 16 day of May, 1997, by Alvin E. Ferguson and Charles W. Jones (Developers).

Whereas, the Developers have developed and are in the process of developing certain real property located in Hamilton County, Tennessee, known as Bay Run Subdivision as shown on plats of record in Plat Book 53, Page 358, Plat Book 55, Page 286 and Plat Book 57, Page 326, in the Register's Office of Hamilton County, Tennessee; and

Whereas, Restrictive Covenants have been imposed upon the lots in Bay Run Subdivision by instruments recorded in Book 4560, Page 350, Book 4648, Page 91 and Book 4671, Page 403, in the Register's Office of Hamilton County, Tennessee; and

NOW THEREFORE, the Developers hereby extend the above mentioned restrictive covenants of record in Book 4560, Page 350, Book 4648, Page 91 and Book 4671, Page 403, in the Register's Office of Hamilton County, Tennessee to Lots Forty (40) thru Fifty-three (53) of Bay Run Subdivision of record in Plat Book 57, Page 326, in the Register's Office of Hamilton County, Tennessee.

WITNESS our Hands this 16 day of May, 1997.

Alvin E. Ferguson
 ALVIN E. FERGUSON
Charles W. Jones
 CHARLES W. JONES

CK-1245
 Mail Charles Jones
 3128 Lessee Rd
 Saly Creek, TN 37373

05/06/97

MISC

8.00

***.00

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 16th day of May, 1992, before me personally appeared ALVIN E. FERGUSON, to me known (or proved to me on the basis of satisfactory evidence) 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.

WITNESS my hand and Notarial Seal.

K. J. Kirk
NOTARY PUBLIC

My Commission Expires April 11, 1998

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 16th day of May, 1992, before me personally appeared CHARLES W. JONES, to me known (or proved to me on the basis of satisfactory evidence) 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.

WITNESS my hand and Notarial Seal.

K. J. Kirk
NOTARY PUBLIC

My Commission Expires April 11, 1998

335331
HARRIS COUNTY
STATE OF TENNESSEE
MAY 16 1992
K. J. Kirk
923391