

Prepared by: Sherrie Marlin
2401 Charleston Square
Cnatt., Tenn. 37421

BOOK 338 PAGE 331

RESTRICTIVE COVENANTSMARINA COVE

WHEREAS, Jackie Davidson, Ralston Homes, Inc., a Tennessee Corporation, and Charles Marsh Homes, Inc., a Tennessee Corporation, hereinafter collectively referred to as Developers, are the owners of Lots 1 thru 36, Marina Cove, as shown by plat of record in Book 44 Page 362, in the Register's Office of Hamilton County, Tennessee.

WHEREAS, it is the plan of Developers to devote said Lots 1 thru 36, Marina Cove, to restricted residential purposes:

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owners, as well as the future purchasers of said Lots 1 thru 36, Marina Cove, this declaration and agreement is made:

Each and every conveyance of any one of said Lots 1 thru 36, Marina Cove, shall be subject to conditions, reservations, covenants and agreements, which 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 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. If practical, the garage doors must open for the side or rear elevations of the residence.
- (b) 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.
- (c) 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 part of these Restrictive Covenants. No structure, other than a swimming pool, outdoor fireplace, etc., of approximately ground level construction shall be located nearer than 25 feet to any rear lot line.
- (d) 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, Developers do 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 Developers reserve the exclusive right to grant, transfer and convey these rights to others.
- (e) 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. In particular, tractor trucks shall not be frequently or habitually kept parked on a driveway, nor shall the owner of any lot in the subdivision park a tractor truck in the street or streets therein. Further, trucks larger than pick-ups, (motor homes, campers and boats) must be parked to the rear of the residence in a location so they cannot be seen from the street on which the residence fronts. All basketball goals, skateboarding ramps, batting cages, etc., of any kind will be kept at all times in the rear of the residence.

- (f) 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 (f) 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 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, Developers 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 Developers are engaged in the development and marketing of the subdivision and/or in the construction of residences on lots in the subdivision.
- (g) 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.
- (h) 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 or glassed-in porches, garages, eaves, steps, and basements (whether finished or not), set forth below:
- (1) A 2-story residence with attached double garage, 1,300 square feet on main floor with a total of 2,600 square feet on main and upper floors.
 - (2) A 2-story residence with double garage in basement, 1,600 square feet on main floor with a total of 2,600 square feet on main and upper floors.
 - (3) A 1-story Main level residence with attached double garage, 2,000 square feet.
 - (4) A 1-1/2 story level residence with double garage in basement, 1,800 square feet on first floor and 800 square on the second floor.
 - (5) A 1-1/2 story residence with attached double garage, 1,600 square feet on main floor with a total 2,600 square feet on main and upper floors.
 - (6) A 1-story residence with double garage in basement, 2,200 sq. ft. on main level.
 - (7) A split-level residence with double attached garage in basement, 2,600 square feet not counting finished basement space.
 - (8) A split-level residence with double garage in basement, 2,800 square feet not counting finished basement space.
- (i) All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots.
- (j) It shall be permissible for Developers to rearrange boundary lines of lots, if so desired, 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 once the subdivision plat has been recorded.
- (k) The exterior front and side elevations of all buildings shall be of either wood, aluminum, stone, brick, sto, or masonite. All retaining walls shall be brick or stone finish. All foundation elevations shall be brick, sto, or stone finish. Each dwelling shall have a mailbox mounted on a lighted post which must be installed by the owner or contractor at the time of construction and before the house is occupied. No artificial brick or stone may be used on the exterior of any dwelling.
- (l) No fences will be permitted to be erected or maintained on a lot without the prior written approval of Developers. Under no circumstances shall a chain-link fence be approved. If a fence is approved by Developers, then it must be constructed of wood or brick or stone or stucco (which will be allowed only if the house is generally of stucco finish). All fences which are approved must be located behind the rear line of the dwelling and that line extended to the lot's side lines, except, as to corner lots, the same shall not be erected or maintained nearer to the side street line than the side street elevation of the residence extended in a direct line to the rear lot line.
- (m) Each residence constructed upon a lot must be served by a driveway, paved with concrete, brick, layed stone or asphalt.
- (n) In the construction of a residence upon a lot, the lot owner shall keep all debris cleared from the street or streets bounding the lot; and, before any residence is occupied, all debris must be removed from the entire lot.

- (o) No bathhouses will be permitted to be erected or maintained without the prior written approval of Developers of its location, style, materials and size.
- (p) 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 Developers, and written approval thereof by Developers must be procured. Said plans and specifications submitted will be kept on file by the Developers. Because of the Developers intense concern that all of said lots develop into a subdivision of character and good taste, many factors beyond minimum square footage of floor space will be considered before plans and specifications are approved. Some of these factors will include, among other things, such consideration as: how the architectural style fits in with 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 8/12 unless otherwise approved by Developers.
- (q) 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 hereinabove described, or to roam at large on any of the streets bordering the same. There shall be no kennels permitted on any lot in the subdivision, for the commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.
- (r) 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.
- (s) 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 streets. In the event that an owner fails, of his own violation, to maintain his lot in a neat and orderly condition, Developers may enter upon said lot without liability and proceed to put said lot into condition, billing the cost 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 clean and clear of concrete blocks, concrete, and building materials while residence is under construction.
- (t) 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.
- (u) In the event of minor violation of these restrictive covenants, a waiver thereof may be made by Developers. Any such waiver, shall be in writing and recorded in The Register's Office of Hamilton County, Tennessee.
- (v) The majority of the trees may not be removed from any lot except in the area of the lot upon which the house and driveway are to be constructed. Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the subdivision unless approved by the Developers.
- (w) 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 builder 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 nine(9) square feet in size nor have an overall height exceeding four(4) feet above ground level.
- (x) No television, radio or other signal receiving devices, whether the signals are transmitted by mass communication systems or privately owned systems of a non-mass communications nature, nor any television satellite dishes shall be erected or maintained on any of said lots.
- (y) Any damage done to street, sidewalk or curbing by the owner of any lot or by a 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.

In the event that, for any reason, any one of more of the foregoing protective covenants and restrictions be construed by judgment or decrees of any Court of record to be invalid, such action shall in no way affect any of the other provisions, which shall remain in full force and effect, the Developers 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 everyone of said lots of land and all title to, and estates therein, shall be subject thereto and the same shall be binding upon each and every owner occupant of the same until January 1, 2000, 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 shall be duly recorded in the Register's Office of Hamilton County, Tennessee. Neither the undersigned, nor any part of parties claiming under the, 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 of restrictions herein provided for before January 1, 2000, or within the extended time as hereinbefore provided for, it shall be lawful for the Developers, their 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.

IN WITNESS WHEREOF JACKIE DAVIDSON has hereunto caused his name to be signed as authorized officer of his company, RALSTON HOMES, INC. has hereunto caused its corporate name to be signed by its duly authorized officer, JACK RALSTON, and CHARLES MARSH HOMES, INC., has hereunto caused its corporate name to be signed by its duly authorized officer, CHARLES MARSH, and the above named have hereinto set their hands, all to be effective as of the 14 day of FEBRUARY, 1989.

Jackie Davidson

JACKIE DAVIDSON
Jack Ralston

RALSTON HOMES, INC.
Charles Marsh Pres

CHARLES MARSH HOMES, INC.

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 14 day of February, 1989, before me personally appeared Jackie Davidson with whom I am personally acquainted, and who upon oath acknowledged himself to be JACKIE DAVIDSON, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name.

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

Shelby L. Martin



My Commission Expires:

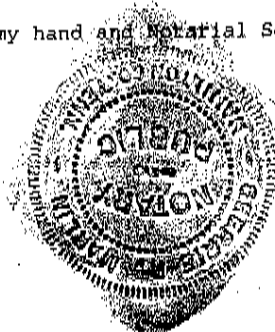
My Commission Expires April 22, 1992

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 14th day of February, 1989, before me personally appeared Jack Ralston with whom I am personally acquainted, and who upon oath acknowledged himself to be the President OF RALSTON HOMES, INC., the within bargainer, a corporation, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Officer thereof.

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

Shirley R. Martin
NOTARY PUBLIC



My commission expires:
My Commission Expires April 22, 1992

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 14 day of February, 1989, before me personally appeared Charles Marsh with whom I am personally acquainted, and who upon oath acknowledged himself to be the President OF CHARLES MARSH HOMES, INC., the within bargainer, a corporation, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer thereof.

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

Shirley R. Martin
NOTARY PUBLIC



My commission expires:
My Commission Expires April 22, 1992

05219

IDENTIFICATION
REFERENCE

Feb 20 10 36 AM '89

02/20/89 MISC 20.00 **20.00

SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE