

THIS INSTRUMENT PREPARED

BY Lancey, Sonay & Conner

ADDRESS Chattanooga, Tenn.

DECLARATION OF COVENANTS AND RESTRICTIONS

ST. JAMES PLACE SUBDIVISION

WHEREAS, Billy G. Garrett, Inc., a Tennessee corporation is the owner of a subdivision called St. James Place, which subdivision is fully described by a plat of record in the Register's Office of Cumberland County, Tennessee in Plat Book 8, page 129, to which plat reference is hereby made; and,

WHEREAS, for the benefit and protection of the future and present owners of lots in said subdivision and for the establishment and maintenance of sound values for the lots in said subdivision, it is desired that certain covenants and restrictions be imposed on the lots in the subdivision and be made a matter of public record and all lots hereafter held, owned and conveyed in said subdivision shall be conveyed subject to these recorded covenants and restrictions.

NOW, THEREFORE, for and in consideration of the above premises, Billy G. Garrett, Inc., a Tennessee corporation, imposes upon the subdivision known as St. James Place the following covenants and restrictions, all of which shall be deemed covenants running with the land:

1. The lots in this subdivision shall be used exclusively for single family residential purposes.
2. No residential building shall be constructed, altered or permitted to remain on any lot other than one detached single family dwelling, not to exceed three (3) stories in height, and a private garage for the owners vehicles and such other outbuildings as are incidental to the residential use of the lot.
3. The primary residence shall contain a minimum of 2,000 square feet of heated floor space, exclusive of porches, carports, breezeways and attached garages.
4. The driveways to the primary residence shall be of a permanent hard surface material.

5. The type of exterior architectural design, material and appearance of all structures constructed on any lot must be approved prior to construction by the Architectural Control Committee, hereinafter referred to as A.C.C. Copies of plans for any structure to be erected or altered shall be submitted to the A.C.C. and A.C.C. will have 15 days after receipt of the plans to approve or disapprove same. Non-action by the A.C.C. for more than 15 days shall constitute the equivalent of approval. The A.C.C. shall be composed of the Board of Directors of the Boardwalk Property Owners Association, Inc., a not-for-profit corporation, to be incorporated in the State of Tennessee, or such representative or representatives as such Board of Directors may designate.

6. Following the commencement of any structure on the lot, whether it be the primary residence or otherwise, the exterior of said structure shall be completely finished within six (6) months from the date of such commencement of construction.

7. The interior of any structure being constructed on any lot shall be completely finished within twelve (12) months following the commencement of construction.

8. The owner of a lot shall furnish to the A.C.C. such credit information and proof of financial ability to complete the structure within the time requirements of these covenants and restrictions, as shall be required by the A.C.C.

9. The owner or his contractor or builder will submit all structures under construction to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided, or as may be provided by the A.C.C. In the event of non-compliance with completion dates herein provided, the A.C.C. shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance, and the particular party acting shall bill the owner for the amount expended plus twelve (12%) per cent for administration. In the event the owner does not pay the same, the A.C.C. shall have the legal right to file a lien against the property involved and proceed in law or equity to sell the property to obtain

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said charges. All money received over and above said charges and Court costs shall be paid to the owner.

10. No privately owned sewage system shall be permitted upon any lot, unless said system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department, and approved by the A.C.C.

11. No privately owned water system shall be permitted upon any lot, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department, and approved by the A.C.C.

12. Outbuildings or accessory buildings, such as a garage, servant quarters or guest house shall be permitted on a lot upon which the primary residence structure has been constructed or is under construction; provided, the building and/or buildings are occupied by servants employed on the premises or temporarily by guests and are not occupied as rental units by non-servant or non-guest occupants and provided the A.C.C. shall approve the design plans, specifications and so forth of such building or buildings.

13. No building shall be placed nor shall any material or refuse be placed or stored upon any lot within 20 feet of the high water elevation line of any lake. Clean fill may be placed nearer to the high water elevation line of a lake if approval from the A.C.C. is first obtained. Likewise, by written permission of the A.C.C., a boat dock or boat house may be placed closer than 20 feet to the high water elevation line of a lake. The decision of the A.C.C. as to the permission of the aforesaid shall be final and binding. The construction of a boat house or boat dock shall be subject to the approval of the A.C.C., as hereinbefore provided.

14. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection

of the street property lines extended. The same site line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. 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 site lines.

15. All signs are prohibited except:

(a) Signs erected for identification of streets, traffic control and directional purposes;

(b) Signs of a temporary nature advertising the lot for sale or lease and construction signs, which signs shall not exceed 5 square feet in area.

16. No provision of these covenants and restrictions shall preclude, however, the owner in furtherance of its sales program erecting, maintaining and utilizing model houses on any lots.

17. Except for the business of the owner, his successors, assigns or representatives, in furtherance of its sales program, the practice of any profession or the carrying on any business is prohibited on any lot.

18. No obnoxious or offensive activity shall be carried on upon any lot.

19. No animals, livestock or poultry of any kind shall be raised, breed or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, breed or maintained for any commercial purpose, and provided further, they are kept in such a way as not to violate any law or local ordinance.

20. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in clean and sanitary containers and disposition of same shall be prompt.

21. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

22. Billy G. Garrett, Inc., for itself, its successors, assigns and licensees reserves easements 10 feet in width, left, right and parallel to all lot lines for the installation of utilities and drains and the maintenance thereof. Billy G. Garrett, Inc., for itself, its successors, assigns and licensees, also reserves the right to install and operate electric and telephone lines, poles, and appurtenances thereto; gas and water main and appurtenances thereto; sewer lines, culverts, drainage ditches, reserving also the right of ingress and egress to such areas for the purpose of installing, operating and maintaining any of the above mentioned installations. Billy G. Garrett, Inc., for itself, its successors, assigns and licensees also reserves the right to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said lots. The owner of such lot shall have no cause of action against Billy G. Garrett, Inc., its successors, assigns or licensees, either at law or in equity, except in cases of willful negligence, by reason of any damages caused to said land in installing, operating and maintaining the above mentioned installations. It is further provided, however, that in the event any lot or parcels thereof are subdivided to form larger lots as hereinbelow provided, the reservation of these easements shall automatically be relocated from the existing lot line to the lot line formed as a result of the resubdivision, unless an utility installation has been made prior to such resubdivision, and in that event, written approval from the A.C.C. will be required in order to relocate such easements.

23. No lots shall be resubdivided to form a smaller lot; however, this shall not be construed so as to prevent resubdividing of lots to establish a larger lot.

24. No temporary buildings of any type or nature shall be maintained on any lot and no trailer, mobile home, or any other type of movable homes, basement, tent or garage shall be used at any time as a residence on any lot.

25. The purchaser of any lot will be required to become a member of the Boardwalk Property Owners Association, Inc., a not-for-profit Tennessee corporation, and to pay to said Association membership and maintenance fees and assessments as required by the By-Laws and Rules and Regulations of same. Failure of the Buyer, his heirs or assigns, to pay the required membership and maintenance fees and assessments shall constitute a violation of these covenants and restrictions and the owner's original purchase agreement, and the Boardwalk Property Owners Association, Inc., its successors or assigns, shall, through due process of law, have a right to place a lien upon the owner's lot for all charges and arrears.

26. The lien of the assessments provided for in the preceding provision shall be subordinate to the lien of any first mortgage or first deed of trust, now or hereafter placed upon any lot, subject to the maintenance and membership fees and assessments; provided, however, that such subordination shall apply only to the fees and assessments which have become due and payable prior to a sale or transfer of such property pursuant to a foreclosure, or any other proceeding in lieu of a foreclosure. Such sale or transfer shall not relieve the lot from liability for any fees or assessments thereafter becoming due, nor from the lien of any such subsequent fees and assessments.

27. These covenants and restrictions shall be considered as covenants running with the land and shall bind the purchaser of all lots in the subdivision, and their respective heirs, assigns and successors, and if said owner or owners, or any of them, their heirs, assigns and successors, shall violate or attempt to violate, the covenants and restrictions herein contained, shall be lawful for any person or persons owning any lot in the subdivision to

prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and restriction, and either to prevent such person or persons from committing an act of violation or to recover damages for such violation. ~~This provision shall not however be held or construed as creating any obligation of the owner to institute any such action or proceeding.~~

28. Invalidation of any of these covenants or restrictions by judgment of court order shall in no way affect the validity of any of the other covenants or restrictions, which remaining covenants or restrictions shall thereafter remain in full force and effect.

The covenants and restrictions herein set out shall only apply to the lots included in the plat of St. James Place Subdivision, said plat being of record in the Register's Office of Cumberland County, Tennessee in Plat Book 8, page 129. They shall not be held or construed as creating any requirement on the part of the owner of his heirs, successors or assigns to restrict any other property which the owner now owns or hereafter owns, irrespective of whether any such other property is contiguous and adjacent to St. James Place Subdivision or not, from being used for purposes other than residential, or from being conveyed subject to the same, similar, different or any of the covenants or restrictions herein set out. No negative reciprocal covenants or implied or equitable covenants or easements of any nature shall be deemed to arise or be created in favor of the owner(s), their heirs, successors or assigns, as to any other property which owner or any other person or entity now owns or may hereafter own within the vicinity of St. James Place Subdivision by virtue of the property herein conveyed being subject to the foregoing covenants and restrictions. It is understood that there are or may be other properties in the general vicinity of this subdivision being developed for other than single family residential purposes, and that these covenants and restrictions shall in no way be binding on such properties and the development of same. Owner(s) of lots, their heirs

and assigns, acknowledge and accept this provision in purchasing the property herein conveyed.

IN WITNESS WHEREOF, this Declaration has been duly executed on this 18 day of November, 1980.

BILLY G. GARRETT, INC.

BY Billy G. Garrett
Billy G. Garrett, President

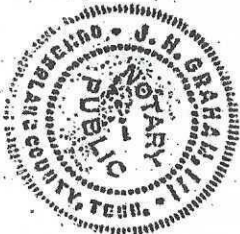
State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Billy G. Garrett, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Billy G. Garrett, Inc., 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.

Witness my hand and seal of office on this the 18 day of November, 1980.

[Signature]
Notary Public

My commission expires: 8-9-81



STATE OF TENNESSEE, CUMBERLAND COUNTY

The foregoing instrument and certificate were noted in Note Book 133, Page 110 O'clock P.M. Nov. 18, 1980.

and recorded in Book 212, Series 43 State Tax Paid \$ Fee Recording Fee 24.00 Total 24.00

Witness My hand
Receipt No. 25315

Rheda Mae Davis
Registrar

50 By: Margaret Medcote
as: L.