

MOUNTAIN SHADOWS COMMUNITY COVENANTS AND RESTRICTIONS:

Mountain Shadows Estates is governed by the following restrictive covenants except for lot 107 (422 Shadow Parkway):

Book	Page	Date
2315	937	May 7, 1976
2371	36	December 30, 1976
2390	1	March 25, 1977
2486	594	April 11, 1978
2518	399	July 19, 1978
2571	834	February 12, 1979
2856	426	November 4, 1982
2897	339	May 4, 1983
2963	651	November 18, 1983
2989	202	May 15, 1984
3078	518	April 3, 1985
3133	816	October 7, 1985
3174	21	January 8, 1986
3175	478	February 21, 1986
3195	885	April 25, 1986
3324	724	March 18, 1987
3506	312	July 8, 1988
3879	157	August 13, 1991
3940	197	February 4, 1992
3945	510	February 18, 1992
4158	254	June 3, 1993
4407	807	June 19, 1994
4636	137	February 21, 1996

4655 682 March 29, 1996

5271 546 January 19, 1999

These documents are the Restrictive Covenants for Mountain Shadows Estates Subdivision. Legal copies of the above Restrictive Covenants can be obtained from the Hamilton County Register of Deeds Office.

The most recent Restrictive Covenants are transcribed below. Though some of the earlier covenants differ slightly (for example, no large satellite dishes was added in the mid-1980s)--the majority of the below covenants apply across ALL sections of Mountain Shadows. Any differences are slight and due to changes in building materials. The MSRA Board maintains a complete record of all covenants across Mountain Shadows. If you did not receive a copy of your covenants at closing, contact any board member and you are welcome to make a copy.

Book 5271 Page 546

#### RESTRICTIVE COVENANTS

MOUNTAIN SHADOWS ESTATES, PHASE THREE – UNIT SEVEN

PER PLAT BOOK 60, PAGE 18, IN THE REGISTER’S OFFICE

OF HAMILTON COUNTY, TENNESSEE

WHEREAS, the undersigned, JAMES D. LEE, INC, a Tennessee Corporation, is the owner of lots in Mountain Shadows Estates, in Hamilton County, Tennessee, as above set out in the title to this instrument; and,

WHEREAS, it is the plan of the Developer to devote the said lots in said Subdivision 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 Lots in said subdivision, this declaration and agreement is made:

Each and every conveyance of any one of said Lots 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 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 from 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 single 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 purposes; 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 40 feet to the front lot line or nearer than 30 feet to any side street line, or nearer than 10 feet to any interior lot line. No structure, other than a swimming pool, outdoor fireplace, etc., of approximately ground level construction, shall be located nearer than 35 feet to any rear lot line. However, it shall be permissible for James D. Lee, Inc. to reduce the front line requirement down to 35 feet, without compliance of (u) herein. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, providing, however, 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 constructed and erected upon any lot that does not conform to the zoning laws and regulations applicable thereto).

(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 increased 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, this will not prevent the use of one or more lots or parts of lots as a single building site as above set out.

(e) No noxious or offensive activity shall be carried on upon any lot, nor shall anything 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.

(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.

(g) Any residence being erected on a lot shall be completed within twelve (12) months from the date the lot is cleared and/or prepared for commencement of construction.

(h) No dwelling house shall be erected or permitted to remain in the subdivision unless it has the number of square feet of enclosed living area, exclusive of open porches or screened porches, carports, garages or basements, set forth in this paragraph. For the purposes of this paragraph, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, eaves and steps. In the case of houses which are known as "Split-levels" in order for a level to qualify as a main living area, it must be exposed for full height on three sides. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of James D. Lee, Inc., its successors, designates, or assigns, shall be final. The number of square feet required is as follows:

(i) A 2-story residence with attached double garage, 1500 square feet, on the first floor of such residence, and a minimum of 1500 square feet on the second floor;

(ii) A 1-story residence with full basement and with attached double garage, 3000 square feet;

(iii) A 1-1/2 story residence with attached double garage, 1800 square feet on the first floor and 1200 square feet on the second floor.

(iv) A 1-1/2 story residence with a garage in basement, 1800 square feet on the first floor and 1200 square feet on the second floor.

(v) A split-level, with attached double garage (not counting finished basement) 3000 square feet.

(vi) A 2-story residence with garage in the basement, 1800 square feet on the first floor and 1200 square feet on the second floor.

(vii) 1-story and split-level residences must have attached double garages.

(viii) It shall be permissible for James D. Lee, Inc. to permit variations in square footage requirements as to the volume contained on a particular floor, so long as the dwelling contains at least 3000 square feet total.

(i) All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots.

(j) It shall be permissible for James D. Lee, Inc. to rearrange boundary lines of lots, if so desired, and to combine lots or parts of lots into one building plat, 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 (horizontal boards, vertical board and batten, or similar), or aluminum or stone, or brick or masonite (horizontal board, textured or grooved panels or similar), or stucco. In any event, if horizontal boards are used, not over 8 inches of each board may be exposed to the weather. All retaining walls shall be of stone or brick finish. All front and side foundation elevations shall be brick or stone finish. The rear foundation elevations of corner lots shall be brick or stone finish. The rear and side foundations elevations (not visible from any street) of other lots shall be brick or stone or stucco finish. Retaining walls not visible from the street on which the dwelling faces may be stucco finished. 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. All roof pitches visible from the street on which the dwelling faces must be 8/12 or greater. Artificial brick or stone may be used on the exterior of any dwelling, provided the use thereof is approved by James D. Lee, Inc. before the same is installed.

(l) FENCES: Any fence erected on any lot in the subdivision must not be located nearer to the front lot line than the line of the rear elevation of the residence, extended in a direct line to the side lines; and, 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. No fence, of any type, may be more than 8 feet high. No fence may be constructed of plain, uncoated galvanized wire.

(m) Each residence constructed upon a lot in said subdivision must be served by a driveway, paved with concrete, brick, laid stone, or similar. Asphalt and loose stone or rock shall not be permitted.

(n) CLEARANCE OF DEBRIS: In the construction of a residence upon a lot, the Builder 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) 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 James D. Lee, Inc., and written approval thereof procured.

It is stipulated that such approval shall not be unreasonably withheld. It is further provided that, in the event of the completion of any dwelling house on any lot, without any proceedings have been instituted in the Courts of Hamilton County, Tennessee, to enjoin the construction thereof, the said dwelling shall be conclusively presumed to have had such approval.

(p) 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 or way in or 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 substance shall be sold within the bounds of said subdivision.

(q) 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.

(r) 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, James D. Lee, Inc., or its duly appointed agent, may enter upon said lot without liability and proceed to put said lot into an orderly 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.

(s) 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 set forth in (h) above.

(t) That, before any dwelling any said premises shall be occupied, a septic tank, or sewage disposal system, 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.

(u) In the event of violation of set-back lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by James D. Lee, Inc., joined by the owner or owners of the lots adjoining the lot on which such violation occurs; providing, that as to a side line violation, only the joinder of the owner of the lot on that side will be necessary.

(v) The majority of the trees may not be removed from any lot except in the rear 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. However, when the developer deems it advisable, more than the majority of such trees may be removed provided that at least 6 hardwood trees, 10 feet or greater in height remain or are planted in the front yard area of the residence.

(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 rent and those used by a builder to advertise the property during the 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.

(x) Satellite receivers or dishes must be located so that they are not visible from the street on which the dwelling fronts and from side streets in the case of a corner lot.

(y) All buildings and improvements to the lots in said subdivision must, from their completion, be maintained by the owner in a neat, well repaired and well maintained condition.

In the 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 way any of the other provisions, which shall remain in full force and effect, the owner hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

It is expressly stipulated that the Restrictive Covenants and conditions set forth in this instrument apply solely to the herein listed lots in Mountain Shadows Estates, and are not intended to apply to any other lots, tracts or parcels of land in the area or vicinity, owned by James D. Lee, Inc. Specifically, James D. Lee, Inc., its successors or assigns, reserves the right to use or convey such other lots, tracts and parcels with different restrictions or unrestricted.

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 title to, and estates therein, shall be subject thereto and the same shall be binding upon each and every owner an 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 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 party or parties claiming under them, shall or will convey, devise or demise any or either of said lots, or any part of same, except as being subject to the said covenants, conditions and restrictions, and the obligation to observe and perform the same. The said 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 the undersigned, or any party or parties claiming thereunder, shall violate or attempt to violate any of the covenants or restrictions herein provided before January 1, 2000, or within the extended time as hereinbefore provided, it shall be lawful for James D. Lee, Inc., its successors or assigns, or any person or persons owning any lot or lots in said development or 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, including reasonable attorney's fees.

IN WITNESS WHEREOF JAMES D. LEE, INC., has hereunto caused its official name to be signed by its duly authorized officer, on this the 19th day of January, 1999.

JAMES D. LEE, INC.

BY:

James D. Lee, President

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

On this 19th day of January, 1999, before me personally appeared James D. Lee, with whom I am personally acquainted, and who upon oath acknowledged himself to be the President, of JAMES D. LEE, INC., the within-named bargainor, 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 said bargainor, by himself as such officer.

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

Shawn L. Painter

NOTARY PUBLIC

My commission expires:

10-03-2001