

RESTRICTIVE COVENANTS FOR "CHEROKEE ESTATES"

WHEREAS, by instrument dated December 20, 1971, and recorded December 30, 1971, in the Register's Office for Jefferson County, Tennessee, in Miscellaneous Book 20, Page 414, certain restrictions were placed upon all lots in the "Cherokee Estates Subdivision", now being Lots 2 through 86; and

WHEREAS, the above described instrument provides that: "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-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part"; and

WHEREAS, pursuant to the original covenants a majority of the current owners of said lots have duly agreed to change the terms of said instrument and have signed this document in order to do so.

NOW, THEREFORE, the Restrictive Covenants of "Cherokee Estates Subdivision" are amended by rescinding the original covenants entirely. In order to provide for the proper and orderly further development of and maintenance of said subdivision, a majority of the current Owners pursuant to the said original Restrictions referred to above hereby establish and publish for the benefit of said subdivision, and of all said lots therein and all persons who may become Owners of said lots, the following restrictions, revoking all prior restrictions, it being their intent that these be the only restrictions which apply to said subdivision:

(1) Any buildings on all lots in said subdivision shall comply with any applicable zoning standards, including any use comparable and or conforming with the zoning requirements for the area at the

Prepared by  
Jerry J. J. J.

time the structure is built.

(2) No building erected in said subdivision shall have less than 1,000 square feet of floor space per structure, and all buildings shall have a solid foundation of brick, stone, concrete blocks, or cement, and shall be constructed of good materials, be of attractive design and good workmanship.

(3) No building shall be erected with a front line nearer than thirty (30) feet from the line of the street on which it fronts, nor shall any buildings be erected nearer than eight (8) feet to the side line of any lot, nor nearer than 20 feet from an abutting side street, except that private garages may be erected within five (5) feet of a side line or rear line of a lot. Any outbuildings shall be erected to conform in appearance and quality of construction with the principal building.

(4) The intention and purpose of these restrictive covenants is to assure that all buildings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The ground floor area of the structure, exclusive of one-story, open porches and garages, shall be no less than one thousand (1,000) square feet for a one-story building, nor less than one thousand, two hundred (1,200) square feet for a structure of more than one story.

(5) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line connecting them at points twenty-five (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 sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree 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 sight lines.

(6) No animals, fowl, or poultry of any kind shall be kept in said subdivision, with the exception of domestic household pets, and they shall not be kept or bred for commercial purposes.

(7) All sewage disposal systems shall be connected to the city sewer mains, and shall be constructed to conform to the standards and specifications of proper sanitation authorities. No lot shall be used for the disposal or dumping of trash, rubbish, garbage or other waste and all such waste material shall be kept and disposed of in a sanitary matter.

(8) No signs of any kind shall be permitted in said subdivision except signs pertaining to the property.

(9) For the purpose of providing for the installation of sewer and water lines, telephone lines, electric lines, gas lines and other utilities, proper easements are hereby reserved in and across strips of said lots not to exceed five (5) feet in width along the boundary lines of all lots in the subdivision.

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 ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded in the Register's Office for Jefferson County, Tennessee, agreeing to change said covenants in whole or in part which may be done at any time. A majority of the lot owners is defined as majority of lots within the subdivision with each lot, regardless of the number of owners, having one "vote".

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IT WITNESS WHEREOF, we have hereunto set our hands and seals this the date and date first above written.

GEP PARTNERS, Owners of Lot Nos.  
3, 8-38, 40-45, 52-69, 72, 73,  
76-87 TOTAL LOTS 70 OUT OF 85 OWNED  
BY GEP PARTNERS

By: Ronald L. Skeen  
Ronald L. Skeen

By: Clifford Skeen  
Clifford Skeen

By: Cynthia Skeen Gioscia  
Cynthia Skeen Gioscia

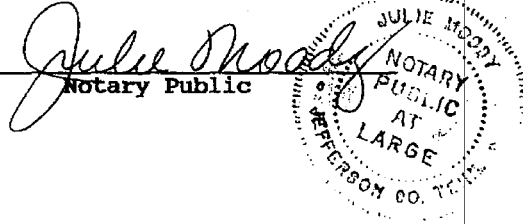
- |  |                                     |
|--|-------------------------------------|
| #2 _____                               | #52-69 <u>Gep Partners RLL</u> (18) |
| #3 <u>Gep Partners RLL</u>             | #70 _____                           |
| #4 _____                               | #71 _____                           |
| #5 _____                               | #72 <u>Gep Partners RLL</u>         |
| #6 _____                               | #73 <u>Gep Partners RLL</u>         |
| #7 _____                               | #74 _____                           |
| #8-38 <u>Gep Partners RLL</u> (31)     | #75 _____                           |
| #39 _____                              | #76-87 <u>Gep Partners RLL</u> (12) |
| #40-45 <u>Gep Partners RLL</u> (6) (6) | _____ X                             |
| #46 _____                              | _____ X                             |
| #47 _____                              | _____ X                             |
| #48 _____                              | _____ X                             |
| #49 _____                              | _____ X                             |
| #50 _____                              | _____ X                             |
| #51 _____                              | _____ X                             |

STATE OF TENNESSEE  
JEFFERSON COUNTY

Before me, a Notary Public of the State and County  
aforementioned, personally appeared RONALD L. SKEEN, CLIFFORD SKEEN  
and CYNTHIA SKEEN GIOSCIA, with whom I am personally acquainted (or  
proved to me on the basis of satisfactory evidence), and who, upon  
oath, acknowledged themselves to be the partners of GEP PARTNERS,  
the within named bargainor, a partnership, and that they, as such,  
executed the foregoing instrument for the purposes therein  
contained, by signing the name of the partnership by themselves.

30<sup>th</sup> Witness my hand and official seal at office this the  
of December, 1996.

My Com. Exp. 10.19.98



STATE OF TENNESSEE  
COUNTY OF JEFFERSON

Personally appeared before me,  
\_\_\_\_\_, a Notary Public in and for said County  
and State, the within named bargainors,  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with whom I am personally acquainted and who acknowledged that they  
executed the foregoing instrument for the purposes therein  
contained and expressed.

Witness my hand and seal at office on this \_\_\_\_\_ day of  
\_\_\_\_\_, 1996.

Notary Public

My. Com. Exp. \_\_\_\_\_

STATE OF TENNESSEE, JEFFERSON COUNTY

The foregoing instrument and certificate were noted  
Note Book 27 Page 60 Serial P. 13-30 12-30-96  
and recorded in MA Book 103 Page 10  
State Tax Paid \$ \_\_\_\_\_ Recording Fee 2.00 Total 2.00

Witness My hand  
Receipt No. 50396

David Smith  
Register