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Hamilton County, Tennessee

MURPHY HILLS COMMUNITY

RESTRICTIONS

WE CERTIFY the following to be a true copy of Restrictive Covenants Instrument executed by THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA, TRUSTEE dated July 12, 1965, filed for record October 11, 1965, and recorded in Book 1648, Page 114, in the Register's Office of Hamilton County, Tennessee:

WHEREAS THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA, TRUSTEE, is the owner in fee simple of a tract of land in the Second Civil District of Hamilton County, Tennessee, known as Lots One (1) through Fourteen (14), inclusive, Washington Hills Unit Number Seven (7), as shown by plat of record in Plat Book , page in the Register's Office of Hamilton County, Tennessee.

NOW THEREFORE, in consideration of the premises and for the purpose of controlling and promoting the future development of said real estate and protecting the values of the lots and improvements thereon, THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA, TRUSTEE, does hereby impose and charge upon Lots One (1) through Fourteen (14), inclusive, the following conditions and restrictions:

1. Each and every conveyance of any one said lots shall be subject to the following conditions and restrictions which will run with the land for a period of seventy-five (75) years, and by mere reference to the recorded book and page of this instrument, it will ipso facto make them a part of the deed or deeds executed with respect to the aforesaid lots.

2. All of said lots named above shall be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a one-single family dwelling not to exceed two stories in height.

3. Any single level or one story residence shall contain a minimum, exclusive of porches, breezeways, garages, basements, etc., of twenty-two hundred (2200) square feet of liveable interior floor area, any one and one half story or two story residence shall contain a minimum of fifteen hundred (1500) square feet of downstairs liveable interior floor area, exclusive of porches, garages, basements, etc., and any split-level residence shall contain a minimum of twenty-two hundred (2200) square feet of liveable interior floor area in combination of the two floors making up the main floor.

4. Said residence is to be erected a distance of at least thirty-five (35) feet from the front lot line, being the street upon which said residence faces; said residence is to be no nearer than twelve (12) feet to the side lot line; and said resi-

dence is to be erected a distance of at least twenty-five (25) feet from the rear lot line.

5. No trailer, basement, tent, shack, garage, barn or any other detached building may be erected or placed on the above described tract to be used at any time as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

6. No fowls or animals, other than the usual domestic pets, shall be kept or permitted to remain on the premises.

7. No residence shall be erected on any of the said lots until the design and location thereof has been approved in writing by the subdivider, his successors or assigns. However, in the event approval or disapproval is not given within ten (10) days after said plans have been submitted, then such approval shall not be required, provided said design and tract location conform to and are in harmony with existing structures on said tract, and conform to restrictions as herein set out.

8. Said residence shall be constructed in accordance with said plans and in accordance with structural standards of the Federal Housing Administration, or its successors.

9. No residence may be finished with asbestos siding on the front, nor shall any concrete blocks be exposed. All residences must have at least a partial brick or stone front, and shall contain at least two baths.

10. No fence shall be permitted upon said premises at a height of six (6) feet or more.

11. Before any residence be occupied, it must be connected to the city sewage line.

12. Any residence must be completed in accordance with the conditions and restrictions herein set out within a period of one year from the date of commencement.

13. Weeds, brush, grass, etc., upon said lots must be kept neatly cut and trimmed or within a reasonable time said owners of the subdivision will have the same done and charged to the respective owners of the lots.

14. No parked cars shall remain on the street overnight unless the owner has out-of-town guests.

Should any one of the foregoing stipulations be violated at any time by the grantee or grantees, and/or their heirs and assigns, or anyone deriving title or rights from or

through them, then they or either of them shall be subject and liable at the suit of THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA, TRUSTEE, its successors and assigns, or by the then constituted public authorities to be enjoined by proper process from violating this contract and shall be liable for costs and reasonable attorney's fees incidental to such injunction proceedings which costs and attorney's fees are agreed upon as liquidated damages and shall be liable for such other and additional damages as may accrue.

MILLIGAN-REYNOLDS GUARANTY TITLE AGENCY, INC.

By S. Hale, Secretary (Revised)

Jesse L. McCants, Sr.
Dr. Jesse L. McCants, Sr., President

DATE Oct. 19, 2005
(Effective upon date recorded by Register's Office)

NOTARIZATION

STATE OF TENNESSEE
COUNTY OF HAMILTON

Subscribed, sworn to and acknowledged before me by James A. Miller
this 18th day of October, 2005

Jesse L. McCants, Sr.

James A. Miller
Notary Public

My Commission Expires: 10-08-08

