

File #2019-89rc

RESTRICTIVE COVENANTS ON
PINE HARBOR LANDING SUBDIVISION

WHEREAS, the undersigned, Ralph Mathews Construction, Co., Inc., A Tennessee Corporation is vested with title to the certain property in Hamilton County, Tennessee, being the property which has been platted as Pine Harbour Landing Subdivision, as shown by plat of record in Plat Book 47, page 152, Register's Office of Hamilton County, Tennessee.

WHEREAS, it is the plan of the said Developer to devote said lots to restricted residential purposes.

NOW THEREFORE, in consideration of the premises and for the protection of the present owner as well as future owners 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 the special covenants and restrictive conditions herein set forth, which will run with the land, whether mentioned or referred to in any deed, and which shall be in effect only upon the lots in Pine Harbor Landing Subdivision, as hereinabove referred to, (and specifically shall not apply to any other lands in the area), as follows:

(a) All of said lots 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, and attached two-car garage.

(b) No residence shall be designated, patterned, constructed or maintained to serve, or for the use of more than one single-family residence shall be used as a multiple-family dwelling at any time, nor be 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 residence shall be located on any one of said residential building plots nearer to the front line than forty (40) feet or nearer to any side street line than twenty-five (25) feet, nor nearer than ten (10) feet to any side lot or property line, or nearer than twenty-five (25) feet to the rear boundary line.

(d) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) 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 (e) being to prevent the use thereon of a garage, incomplete structure, trailer, tent, outbuilding or other structure as 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.

(f) Any resident being erected on a lot shall be completed within three (3) months from the date of the pouring of the footings for said residence.

(g) A complete set of plans, specifications, plot plan and exterior color or finish shall be filed with Developer and approval in writing obtained prior to construction.

(h) As to all lots in said subdivision, no dwelling shall be erected or permitted to remain on any one of said residential lots of less enclosed main living area of the main structure, exclusive of open porches or garage than:
Ranch-Type Dwelling: 1750 sq. feet with or without basement.
Two-Story Dwelling: 1000 sq. feet, main floor.
One and one-half Story Dwelling: 1500 sq. feet, main floor.

PREPARED BY
JAMES P. SARTAIN, JR.
Attorney at Law
860 Georgia Ave.
Chattanooga, TN 37402

FILE: NATIONAL

(i) All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots. No boats, trailers or campers will be allowed to be parked on street or in driveways.

(j) No one of said residential lots shall be resubdivided but shall remain as shown on said recorded plat, provided however, that two or more lots may be combined as one lot, in which event, the restrictions imposed by paragraph (c) above, pertaining to side lines, shall be construed as pertaining to the outer side lines of said two or more lots combined and provided further that Developer, his successors, designates, or assigns, retain the right and power in their discretion to alter any boundary, lot, or division lines. No part of lot shall be used for purposes of road right of way.

(k) No exposed concrete blocks shall be used in any part of the building, foundation, or elevation of a dwelling unit, nor shall any asbestos siding, permastone, or stucco be used on the exterior or any part of the foundation, elevation, or retaining wall that is visible from the street; provided, however that the Developers or the Board, in their sole discretion, may permit some stucco be used on the exterior of the elevation but not in the foundation. The approval of the Developers or the Board of such use of stucco must be in writing and recorded in the Register's Office of Hamilton County, Tennessee.

(l) Before any building permit is issued or construction is commenced or carried on, plans, specifications, and plan for any dwelling house to be constructed on any one of said lots shall be submitted for approval to Developer, his successors, designates, or assigns, and written approval secured, but approval shall not be unreasonably withheld. In the event any residence has been fully constructed, without any proceedings having been filed in Court to join such construction, it shall be conclusively presumed that such plans, specification and plot have been so approved.

(m) No domestic animals, except house pets, shall be kept or maintained on any one of said lots or any portion or be allowed to run at large and unconfined upon any one of said lots, nor shall any such animals belonging to the owners or occupants of any one of said lots be allowed to roam or run at large on the streets or alleys bounding said lots. There shall be no kennels for commercial breeding of such animals.

(n) The provisions of this instrument shall be subject to governmental zoning and subdivision regulations and ordinances now in force and effect upon said property or which may hereafter be in force and effect thereon, it being the intent that the will of the community, lawfully expressed, shall be controlling.

(o) Each dwelling unit shall have a double car garage, such garage to be constructed at the same time as the dwelling unit. A garage may be located in the basement of a dwelling unit. There shall be no detached garages. Any garage having an opening on the street upon which the dwelling unit fronts shall have the inside walls finished.

(p) All driveways on the lot shall be constructed of concrete.

(q) No dwelling unit shall be used either permanently or temporarily as a residence until the exterior of said dwelling unit and all yard work is completed.

(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). In event an owner of a lot in said subdivision fails of his own violation to maintain his lot in a neat and orderly condition. Developer, or his duly appointed agent, may enter upon such lot without liability and proceed to put said lot into an orderly condition billing the cost of such work to the owners.

(s) There shall be no detached garage, 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 a minimum square footage requirements as set forth in (h) above.

(t) No fences may be erected on any said lot without written approval from Developer, his successors, designates, or assigns as to location on lot and type of fence. No chain-line fences will be allowed, (only redwood, cedar or similar wooden materials).

In event that, for any reason, any one or more of the forgoing protective covenants and restrictions be construed by judgement 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 owners 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 every of the said lots of land and all titles to, and estates therein, shall be subject thereof, and the same shall be binding upon each and every owner and occupant of the same until January 1, 2006, and shall be extended automatically to apply to each and every one of said lots for successive periods of ten (10) years, unless by vote of the ten 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. And conveyance by the undersigned, or any party or parties claiming under it, shall be subject to these covenants, conditions and restrictions, whether therein specifically mentioned or not, 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 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.

Developer, or his successors in trust shall be vested with authority to grant minor variances from the requirements or these restrictive covenants, provided the same shall not be in his opinion materially or adversely affect the purposes sought to be attained by the imposition of these restrictive covenants.

In the event of the violation, or attempted violations, of any one or more of the foregoing restrictive covenants, then the party or parties guilty thereof shall be subject and liable at the suit the Developer or his successors in trust, or of the then constituted public authorities or of any owner or owners of lots in the subdivision to be enjoined by proper process from such violation, and shall be liable for such damages as may accrue, it being stipulated that court costs and reasonable attorneys fees incident to any such proceedings shall constitute liquidated damages.

EXECUTED this the 30th day of May, 1990.

RALPH MATHEWS CONSTRUCTION CO.
INC., A Tennessee Corporation
BY:

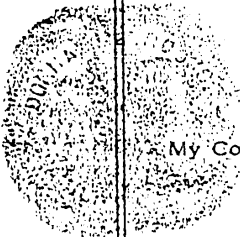
[Signature]

STATE OF TENNESSEE
COUNTY OF HAMILTON

BEFORE me, Donna M. Rook Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared Ralph Mathews, to me known (or proved to be on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and who upon oath acknowledged himself to be the President of Ralph Mathews Construction Co., Inc. the within named bargainor, a corporation, and that he as such President 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 President.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal at Office in said State and County on this the 30th day of May, 1990.

Donna M. Rook
NOTARY PUBLIC



My Commission Expires: 8/19/92

06/26/90 MISC 16.00 **16.00 C

D: 0 5 9 6

IDENTIFICATION
REFERENCE

JUN 26 8 41 AM '90

SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE