

1101/508

SPECIAL COVENANTS AND RESTRICTIVE CONDITIONS

I, Paul W. Shepherd, Jr. being the owner in fee simple of the property known as Shepherd Hills, Addition #77 as shown by plat of record in Plat Book 17, page 21, in the Register's Office of Hamilton County, Tennessee, in order to promote and develop a desirable residential area, do hereby impose on all the lots in said subdivision the following Special Covenants and Restrictive Conditions:

1. Each lot shall be known and described as a residential lot, and no structure shall be erected on said residential building lot other than one detached single family dwelling not to exceed two stories in height and a two car attached or built-in garage, and said attached garage must be built of equal materials to the dwelling placed on said lots.
2. No building shall be erected on said residential building lot nearer than 35 feet to the street on which it faces, nor shall any dwelling be erected nearer than 15 feet to any side line of any inside lot nor 20 feet to the side street lot line in the case of a corner lot.
3. No building shall be erected on said residential building lot until the design, plans, construction and location thereof have been approved in writing by a committee appointed by the subdivider or elected by a majority of the owners of lots in said subdivision. However, in the event such committee is not in existence or fails to disapprove such design, plans, construction or location within 45 days, then such approval will not be required, provided the design, plans, construction on the lot conform to and are in harmony with existing structures in the tract. In any case, either with or without the approval of the committee, no dwelling may be finished with asbestos siding or concrete blocks, and if concrete blocks are used in the footings and foundation, such concrete blocks must not show above the dirt line. Brick or stone exterior walls are preferred by the committee.
4. Any one story house constructed on any lot shall contain a minimum of nineteen hundred (1900) square feet of floor area and any one and one half or two story house constructed on any lot shall contain a minimum of twenty-four hundred (2400) square feet of floor area, exclusive of garages and porches in each case. Each building shall be comparable to other houses in the community from the standpoint of architectural fitness, materials, and workmanship; i. e., they must be the type of homes that will fit into the community and will not depreciate the value of, or detract from, the homes already constructed.
5. No noxious or offensive trade shall be carried on upon said lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.
6. No trailer, garage, basement or other structure shall be used as a residence either temporarily or permanently.
7. Said lot, when built upon, shall be provided with septic tank meeting the requirements of the State Board of Health and the Chattanooga-Hamilton County Board of Health, and the Board of Commissioners of the City of Ridgeway.
8. That, within a period of (99) ninety-nine years from this date, (said property being in a community set apart for residential purposes for the white race), neither said premises, nor any part thereof, nor any interest therein, shall be sold, transferred, let, leased, rented or otherwise disposed of, either by the grantee, or grantees herein, or by any person or corporation deriving title or rights from or through them, to any negro, mulatto, or other person of color.
9. That no fowls, or horses, mules, burros, sheep, goats, swine, cattle, or other like animals, shall be allowed upon any portion of said premises, nor upon the streets or alleys bounding said premises.

10. That, within a period of (99) ninety-nine years from this date, neither said premises, nor any part thereof, nor any interest therein, shall be sold, transferred, conveyed, lot, leased, rented or otherwise disposed of, either by the grantee, or grantees herein, or by any person or corporation deriving title or rights from or through them, to any person of Jewish or Hebrew blood.
11. No dwelling shall be erected on any lot, or part of lot, having a width of less than 100 feet measured at the front line of the dwelling.
12. These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until March 14, 2052.
13. Invalidatation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Should any one of the above 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 at the suit of the grantors, their successors or 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 incident to such injunctive process, which costs and attorney's fees are agreed upon as liquidated damages, and shall also be liable for such other and additional damages as may accrue; and should stipulations numbered Eight (8) and Ten (10) be violated any contract, deed or other conveyance made in violation thereof shall be void and inoperative to vest any title, right or interest to said property in the grantee; and any such contract, grant or other conveyance may be set aside at the suit of the grantor herein, or his heirs or assigns, or by the then constituted public authorities.

The entire contract between the grantors and grantee, or grantees, in every deed as to restrictions is stated in this instrument and the restrictions and limitations are solely for the benefit of the grantors, and the question of further development, either of the property herein (conveyed) or the properties of the grantors, or of other improvements, is no part of the consideration, to all of which the purchaser or purchasers in accepting said deed shall agree.

And I, Margaret O. Shepherd, wife of Paul W. Shepherd, Jr., do hereby join in the execution of this instrument, giving my consent to the same.

WITNESS our signatures this the 14th day of March, 1953.

Paul W. Shepherd, Jr.

Margaret O. Shepherd

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 14th day of March, 1953, before me personally appeared Paul W. Shepherd, Jr. and Margaret O. Shepherd, his wife, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed and delivered the same as their free act and deed on the day and year therein mentioned.

WITNESS my hand and seal at office, this 14th day of March, 1953.

Notary Public

My Commission Expires: