

# *The Ridges*

## *Subdivision Restrictive Covenants*

*Ooltawah, TN 37363*

THIS DECLARATION OF RESTRICTIVE COVENANTS ("DECLARATION") is hereby made, published and declared this 20<sup>th</sup> day of January, 2005 by Johnathan Y. Smith (owner/developer).

WHEREAS, it is for the interest, benefit and advantage of Developer and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, that certain restrictive covenants governing and regulating the use are declared to be covenants running with the land.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by the owner/developer and each and every subsequent owner of any of the Lots or portions of said Lots in the Subdivision, the Owner does hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter. Each and every one of the following covenants, conditions, and reservations shall attach to and run with each and every one of said lots of land and titles to and estates herein, shall be subject thereto and the same shall be binding upon each and every owner or occupant of the same until January 1, 2025, and shall be extended automatically to apply to each of said lots for successive periods of twenty (20) years thereafter unless, by action of a minimum of Sixty-six (66) percent 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 which action must be in writing and shall be duly recorded in the Registrar's Office of Hamilton County, Tennessee.

If any party or parties shall violate or attempt to violate any on the covenants or restrictions herein provided for before January 1, 2025, or within the extended time as herein before provided for, it shall be lawful for the Developer, their respective successors, heirs or assigns, or any person or persons owning any of said lots 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

1. **SINGLE FAMILY RESIDENCE** All Lots in the RIDGES SUBDIVISION shall be known as single family residential lots. No structure shall be erected, altered, placed or permitted on any residential building lot other than one (1) single-family dwelling with a minimum two (2) car attached or detached garage. No carports are permitted. No residence shall be constructed to serve more than one (1) family, and no residence shall be used for any commercial purpose, although inside home businesses like "Mary Kay, Amway and the like" are permitted. No external business signs are permitted. No lot may be used for business purposes or for parking trucks or other equipment inconsistent with ordinary residential uses.

2. **ARCHITECTURAL PLANS** Before any construction is commenced or carried upon any lot, plans and specifications for any construction shall be submitted for approval to the Developer or Assigns. A written approval thereof by the Developer or Assigns must be given in writing within 10 business days of submission. In no event may the Developer or Assigns be held liable in any way to any lot owner or other interested party by virtue of the Developer's approval, disapproval, or inaction regarding any architectural control decision. The Developer will keep said plans and specifications submitted on file. Because of the Developer's intense concern that all of said lots develop into a subdivision of character and good taste, many factors beyond minimum square footage of floor space will be considered before plans and specifications are approved. Some of these factors will include: how the architectural style fits in with the other homes constructed in the subdivision, roof pitch, masonry and siding materials and colors, window placement, driveway and garage door location and the like. The Developer or assigns shall maintain architectural control of all construction until the completion of construction of a residential dwelling on each and every lot in the subdivision or until the Developer or Assigns transfer control to the established homeowners association architectural committee of THE RIDGES SUBDIVISION. The Developer, at any time, may relinquish any attendant obligations or to exercise architectural control as provided herein by executing and recording in the Register's Office of Hamilton County, Tennessee, a notice of such relinquishment, at which time an established homeowners association architectural committee of THE RIDGES SUBDIVISION will assume full control.

3. **SETBACK** No building shall be located on any lot nearer than Thirty-five (35) feet to the front lot line or nearer than Twenty-five (25) feet to any side street line or nearer than Twenty five (25) feet to any interior line. Further, there are certain setback requirements provided for and shown on the subdivision plat which are incorporated in and made a part of these Restrictive Covenants. No structure shall be located nearer than Twenty (25) feet to any rear lot line, other than an in ground swimming pool, appropriate pool facilities or outdoor fireplace. Swimming pools must have the approval of the Hamilton County Health Department.

4. **COMBINING LOTS** It shall be permissible for Developer or Owner to rearrange boundary lines to combine lots or parts of lots into one (1) building plot, provided the same does not result in an increase in the number of lots once the subdivision plat has been recorded. This will not prevent the use of one (1) or more lots

or parts of lots as a single-building lot, providing that the division or arrangement of boundary lines of subdivision lots 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. The Developer does reserve the exclusive right to use a lot or part of a lot as a means of public and/or private access to and from other lands and/or to use a lot or part of a lot for the installation and maintenance of utility and/or drainage and/or sewage lines serving other lands. The Developer reserves the exclusive right to grant, transfer and convey these rights to others.

5. **TEMPORARY STRUCTURES** No part of any lot shall be used for residential purposes until the residence is completed. The intent 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 the permanent dwelling. The Developer and Builders reserve the right to maintain a temporary field office or a construction office trailer on any lot in the subdivision as long as Developer are engaged in the development and marketing of the subdivision and/or in the construction of residences on lots in the subdivision.

6. **12 MONTH COMPLETION** Any residence being erected on a lot shall be completed within Twelve (12) months form the date of the pouring of the footings for said residence.

7. **SQUARE FOOTAGE REQUIREMENTS** No residence shall be erected in the subdivision unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screened porches, garage, eaves, steps and basements (whether finished or not), set forth below:

- A. All one (1) level residences to be a minimum of One Thousand Seven Hundred (1700) square feet.
- B. All other style residences to be a minimum of One Thousand Eight Hundred (1800) square feet.

8. **FRONT APPEARANCE** Any residence shall have conventional and acceptable frontal appearance and have at least three (3) gables or combination of gables and/or dormers facing the main street. The foundations of any residence or garage visible from the road (front and 2 sides) are to be faced with brick or stone. This includes the front porch attached to any residence or garage. The rear foundations to be faced with brick, stone or stucco. No exposed cement block or concrete foundations.

9. **ROOF and SHINGLES** The roof pitch must be a minimum of eight-twelve (8/12) on the residence. Three tab architectural or faux architectural shingles on the residence and detached garage.

10. **ANTENNAS OR DISH** No television or radio antenna, satellite dish, or other electronic device or of similar nature shall be placed on the front or front roof of any building. No such device may be more than Ten (10) feet in height above the roof.

11. **DRIVEWAY** Each residence constructed upon a lot must be served by a concrete driveway and must be installed prior to occupancy.
12. **LANDSCAPING** Landscape work must be completed within Ninety (90) days of completion of house or occupancy. Each residence shall have a mailbox that conforms to design plans.
13. **ANIMALS** No sheep, swine, goats, horses, cattle, burros, fowls or any like animal shall be permitted to be kept or to remain on any of the lots, or to roam at large on any of the streets bordering the same. There shall be no kennels permitted on any lot in the subdivision for the commercial breeding of domestic pets.
14. **LOT MAINTAINENCE** All of said lots in said subdivision must, from the date of purchase, be maintained by 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). In the event that on owner fails to maintain his lot in a neat and orderly condition, Developer or Homeowners Association may venture upon said lot without liability and proceed to put said lot into 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. Builders shall maintain lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared every two (2) weeks. The contractor causing such to occur must clean mud or debris on the street caused by new construction with reasonable promptness. Any damage done to street, sidewalk or curbing by the owner of any lot or by contractor employed to build improvements on any lot will be repaired immediately at the expense of the owner or contractor. The owner or contractor must provide temporary construction supports for the curbs during the time of construction.
15. **SWIMMING POOL AND BATH HOUSE** A private swimming pool whether above ground or in-ground or a bathhouse in conjunction with an above ground or in-ground pool, will be permitted to be built with prior approval of the Hamilton County Health Department and Developer or Assigns as to its location, style, material and size.
16. **FENCING** Fences are allowed no nearer the front line than the front elevation of the residence. The design and material used in such fence construction must be approved by the Developer.
17. **LANDSCAPE** Builder agrees to sod or seed the front and side yards and to plant Four (4) trees appropriately and decoratively placed in the front yard of the lot prior to the time of the final inspection.
18. **NUISANCE** No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any commercial trucks larger than pickups are not to be parked in the

subdivision. There shall be no exterior storage of any inoperable vehicle for longer than One (1) month. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.

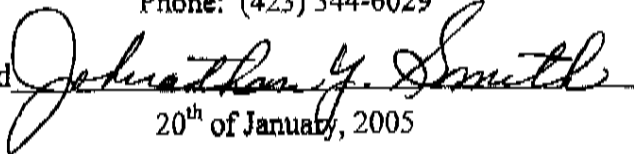
19. **SIGNS** No sign of any character shall be displayed or placed upon any part of the property except those advertising the property for sale or for rent and those used by the builder to advertise the property during the construction and sales period.

20. **VARIANCE** In the event of minor violations of these restrictive covenants, a waiver may be granted by the Developer or Assigns. Any such waiver shall be in writing and recorded in the Registrar's Office of Hamilton County, Tennessee.

21. **GOVERNMENT REGULATIONS** Whether expressly stated so or not in any deed conveying any one (1) or more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereof.

This document was prepared by:  
Johnathan Y. Smith, Owner/Developer  
9402 Snow Hill Road  
Ooltewah, TN. 37363  
Phone: (423) 344-6029

Signed

  
20<sup>th</sup> of January, 2005

## Builders Building requirements

For *The Ridges*

*Numbers coincide with restrictive covenants.*

1. **SINGLE FAMILY RESIDENCE** All Lots in the RIDGES SUBDIVISION shall be known as single family residential lots.  
**Two (2) car attached or detached garage.** No carports are permitted.
2. **ARCHITECTURAL PLANS** Before any construction is commenced or carried upon any lot, **plans and specifications for any construction shall be submitted for approval to the Developer or Assigns.** A written approval thereof by the Developer or Assigns must be given in writing within 10 business days of submission. In no event may the Developer or Assigns be held liable in any way to any lot owner or other interested party by virtue of the Developer's approval, disapproval, or inaction regarding any architectural control decision. The Developer will keep said plans and specifications submitted on file. Because of the Developer's intense concern that all of said lots develop into a subdivision of character and good taste, many factors beyond minimum square footage of floor space will be considered before plans and specifications are approved. Some of these factors will include: how the architectural style fits in with the other homes constructed in the subdivision, roof pitch, masonry and siding materials and colors, window placement, driveway and garage door location and the like.
3. **SETBACK** No building shall be located on any lot nearer than **Thirty-five (35) feet to the front lot line or nearer than Twenty-five (25) feet to any side street line or nearer than Twenty five (25) feet to any interior line.** Further, there are certain setback requirements provided for and shown on the subdivision plat which are incorporated in and made a part of these Restrictive Covenants. No structure shall be located nearer than **Twenty (25) feet to any rear lot line,** other than an in ground swimming pool, appropriate pool facilities or outdoor fireplace. Swimming pools must have the approval of the Hamilton County Health Department.
5. **TEMPORARY STRUCTURES** The Developer and Builders reserve the right to maintain a temporary field office or a construction office trailer in the construction of residences on lots in the subdivision.
6. **12 MONTH COMPLETION** Any residence being erected on a lot shall be completed within **Twelve (12) months form the date of the pouring of the footings.**
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19. **SIGNS** those used by the builder to advertise the property during the construction and sales period are permitted.
21. **GOVERNMENT REGULATIONS** Whether expressly stated so or not in any deed conveying any one (1) or more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereof.

Johnathan Y. Smith, Owner/Developer  
9402 Snow Hill Road  
Ooltewah, TN. 37363  
Phone: (423) 344-6029

Lyle E. Spiva, Real Estate Agent  
Cell Phone: 421-3456 Re/Max Properties: 894-2900

# The Ridges

## Architectural plans committee review

- Single family residence \_\_\_\_\_
- Two car garage \_\_\_\_\_ attached \_\_\_\_\_ Detached
- Setback \_\_\_\_\_ 35 ft. front \_\_\_\_\_ 25 ft. side and rear
- Square Footage \_\_\_\_\_ 1700 sq. ft. single level  
\_\_\_\_\_ 1800 sq. ft. multi-level
- 3 gables or \_\_\_\_\_ dormers \_\_\_\_\_ gables facing road
- Roof pitch \_\_\_\_\_/12
- Shingles \_\_\_\_\_ architectural/faux color \_\_\_\_\_
- Concrete driveway \_\_\_\_\_
- Landscaping \_\_\_\_\_
- 4 Landscaping trees required \_\_\_\_\_ yes \_\_\_\_\_ no
- Fencing \_\_\_\_\_ wood \_\_\_\_\_ black / green chain link \_\_\_\_\_ vinyl  
\_\_\_\_\_ other Height \_\_\_\_\_ ft.
- Foundations \_\_\_\_\_ brick \_\_\_\_\_ stone \_\_\_\_\_ stucco
- Brick \_\_\_\_\_ color \_\_\_\_\_
- Stone \_\_\_\_\_ color \_\_\_\_\_
- Siding \_\_\_\_\_ color \_\_\_\_\_
- House color \_\_\_\_\_
- Windows \_\_\_\_\_ facing street
- Swimming pool \_\_\_\_\_ bath house \_\_\_\_\_
- Builder has a copy of restrictions \_\_\_\_\_
- Builder has a copy of Plat map \_\_\_\_\_
- Start date \_\_\_\_\_ Completion date \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Developer or Assign

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner or Builder

Signature \_\_\_\_\_ Date \_\_\_\_\_