

Washington Hills SBAV

RESTRICTIVE COVENANTS

WHEREAS, Chattanooga General Construction Corporation is the owner of McNabb's Addition to Washington Hills Subdivision, Unit One (1), as shown by plat of record in Plat Book 27, Page 39, Register's Office of Hamilton County, Tennessee;

WHEREAS, it is the intent and desire to promote and develop an attractive and desirable residential area.

NOW, THEREFORE, IN CONSIDERATION of the premises and for the protection of the present owner as well as any future purchasers and successive owners of the lots in the above described subdivision, CHATTANOOGA GENERAL CONSTRUCTION CORPORATION, hereby imposes upon said subdivision, to constitute covenants running with the land, whether specifically referred to in subsequent conveyances or not, the following covenants and restrictive conditions:

1. LAND AND USE BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one family dwellings.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee, as to the quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided as further set out herein.

3. SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,050 square feet.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 5 foot minimum side yard shall be permitted for a garage to other permitted accessory building located 25 feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of this building, provided, however, that this shall not be construed as to permit any portion of a building on a lot to encroach upon another lot.

5. EASEMENTS: Easements 5 feet in width to each individual lot for installation and maintenance, of utilities and drainage facilities are reserved on the rear and side of said lots, 8 feet of the lot, and as shown on the recorded plat, plus an adjacent 12 foot strip 3 feet wide on each side lot line where overhang guys are necessary. The granting of this easement

THIS INSTRUMENT  
WAS PREPARED BY  
WOODS & BRILEY  
ATTORNEYS AT LAW  
112 PROVIDENT BUILDING  
CHATTANOOGA, TENN.  
1947

or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot from the front lot line to the rear lot line, to any utility company having an installation in the easement.

5. NUISANCE: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS: No sign of any kind shall be displayed to public view on any lot except one professional sign of not more than 1 square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any lot, nor shall oil well, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derricks, or other structures, designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. LIVESTOCK AND POULTRY: No animals, livestock, poultry, of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary conditions.

12. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such systems as installed shall be obtained from such authority.

13. SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

14. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area 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 limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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.

15. ARCHITECTURAL CONTROL COMMITTEE: The architectural control committee consists of \_\_\_\_\_

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties.

16. PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

17. TERM: 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 25 years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of 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.

18. ENFORCEMENT: 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.

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

CHATTANOOGA GENERAL CONSTRUCTION CORPORATION reserves the right to itself its successors or assigns, to permit minor variations from the restrictive covenants herein set forth of such nature, as in their opinion do not materially affect the purposes sought to be attained.

IN WITNESS WHEREOF, CHATTANOOGA GENERAL CONSTRUCTION CORPORATION has caused these presents to be executed by its \_\_\_\_\_ President \_\_\_\_\_ and  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX on this the 7th day of October, 1969.

CHATTANOOGA GENERAL CONSTRUCTION CORPORATION

BY: Martin McNeill  
President

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, Sandra Chastain, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared MARTIN McNABB, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the PRESIDENT, respectively of CHATTANOOGA GENERAL CONSTRUCTION CORPORATION, the within named bargainer, a Corporation, and that he, as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purpose 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 County and State on this the 7th day of October, 1969.

Sandra Chastain  
Notary Public

My Commission Expires: January 13, 1973



A 35779

OCT 15 8 03 AM '69

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MISC

B\* 6.00 \* 6.00

HMA:MC # 3975 #194062

BOOK 1869 PAGE 506

PREPARED BY  
C. O. HON, JR., ATTORNEY  
817 WALNUT STREET  
CHATTANOOGA, TENNESSEE 37402

MODIFICATION OF RESTRICTIONS

:: I2-167-C ::

WHEREAS, THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA, TRUSTEE, was the owner and subdivider of all lots in Washington Hills Subdivision, as shown by plat of record in Plat Book 19, page 60, Register's Office, Hamilton County, Tennessee, and Revised Plat as shown by plat of record in Plat Book 21, page 78, said Register's Office; and,

WHEREAS, certain restrictions were placed upon the use of said lots by instrument recorded in Book 1271, page 516, Register's Office, Hamilton County, Tennessee, among which was the following:

- (6) That no building shall be located on any one of said residential building lots nearer to the front line or nearer to any side street line than thirty (30) feet, or nearer than ten (10) feet to any side lot line.

AND,

WHEREAS, there has been improvements constructed on Lot Thirteen (13) of said Subdivision, which due to the angle of the street facing said lot a slight violation was made;

NOW, THEREFORE, it is the desire of The Title Guaranty and Trust Company of Chattanooga to Modify said restriction to read as follows:

- (6) That no building shall be located on any one of said residential building lots nearer to the front line or nearer to any side street line than Twenty-eight (28) feet, or nearer than ten (10) feet to any side lot line.

NOW, THEREFORE, IN CONSIDERATION of the premises and due to the fact that a slight violation was caused by the angle of the street and further that said violation was in no way harmful to the other lots in said Subdivision, THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA, TRUSTEE, and JAMES L. CALDWELL, Beneficiary, hereby execute this instrument modifying said restriction as to Lot Thirteen (13) only, as above set out.

WITNESS the hand of JAMES L. CALDWELL; AND,

IN WITNESS WHEREOF, THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA, TRUSTEE, has caused these presents to be executed by its Vice President and by its Secretary, and its Corporate Seal hereto affixed to be effective as of December 10, 1969.

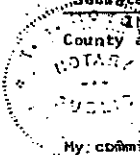
*James L. Caldwell*  
James L. Caldwell  
THE TITLE GUARANTY AND TRUST COMPANY OF  
CHATTANOOGA, TRUSTEE  
BY *[Signature]*

BOOK 1869 PAGE 507

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, T. W. Morgan, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared H. W. Akers and Windell C. Kelley, with whom I am personally acquainted, and who upon oath acknowledged themselves to be the Vice President and Secretary, respectively, of THE TITLE GUARANTY AND TRUST COMPANY OF CHATTAHOOGA, TRUSTEE, one of the within named bargainors, a corporation, and that they, as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such Vice President and Secretary.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal at Office in said County and State on this the 10th day of December, 1969.



T. W. Morgan  
Notary Public

My commission expires: 12/11/72

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 15 day of December, 1969, before me personally appeared JAMES L. CALDWELL, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.  
WITNESS my hand and Notarial Seal.



James L. Caldwell  
Notary Public

My commission expires: November 1 1970

A 39415

IDENTIFICATION  
REFERENCE

DEC 28 1 46 PM '69

CLERK  
HAMILTON COUNTY  
STATE OF TENNESSEE

HISC

A\* 3.00 \* 3.00

RESTRICTIONS

WASHINGTON HILLS S/D, UNIT EIGHT

WHEREAS, John M. Kemp, Jr., 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 Five (5), inclusive, Washington Hills, Unit Number Eight (8), as shown by plat of record in Plat Book 28, Page 16, 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, John M. Kemp, Jr., Trustee, does hereby impose and charge upon Lots One (1) through Five (5), inclusive, the following conditions and restrictions:

- (1) Each and every conveyance of any one of 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 Eleven Hundred (1100) square feet of liveable interior floor area, and split-level or one and one-half story residence or two story residence shall contain a minimum of one thousand (1,000) square feet of downstairs liveable interior floor area, exclusive of porches, garages, basements, etc.
- (4) Said residence is to be erected a distance of at least twenty-five (25) feet from the front lot line, being the street upon which said residence faces; said residence is to be no nearer than ten (10) feet to the side lot line; and said residence 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; nor 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 that 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 the 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 one bath.
- (10) No fence shall be permitted upon said premises at a height of six (6) feet or more.
- (11) Before any residence be occupied, a septic tank, approved by the properly constituted public health authorities for sewage disposal shall be installed and all sewage from the premises shall be turned into such tank and the same shall be continuously maintained in proper state of sanitation.
- (12) Any residence must be completed in accordance with the restrictions and conditions herein set, but 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) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

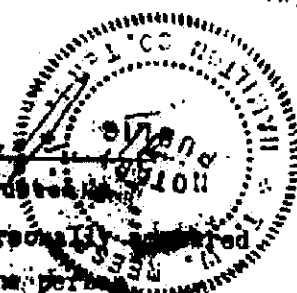
Should any one of the foregoing stipulations be violated at any time by the grantee or grantees and/or their heirs and assigns, or any one deriving title or rights from or through them, then they or either of them shall be subject and liable at the suit of John M. Kemp, Jr., Trustee, his successors and 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 attorneys' fees incident to such injunction proceedings which costs and attorneys' fees are agreed upon as liquidated damages and shall be liable for such other addition damages as may accrue.

IN WITNESS WHEREOF, I have set my hand and seal this 14th day of May, 1970.

STATE OF: Tennessee  
 COUNTY OF: Hamilton

A 46584

*John M. Kemp, Jr.*  
 John M. Kemp, Jr., Trustee



On this 14th day of May 1970, before me personally appeared John M. Kemp, Jr., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he, executed the same as his free act and deed.

IDENTIFICATION REFERENCE

MAY 23 3 43 AM '70

DOROTHY W. WILSON  
 HAMILTON COUNTY  
 STATE OF TENNESSEE

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

*Dorothy W. Wilson*  
 Notary Public

MAY 25 1970 MISC A\* 3.00 \* 3.00

My Commission expires:  
 SEAL 9-19-71



346  
REC-1923 CASE 346RESTRICTIVE COVENANTS

WHEREAS, Chattanooga General Construction Corporation is the owner of McHabb's Addition to Washington Hills Subdivision, Unit Two (2), as shown by plat of record in Plat Book 28, Page 24, Register's Office of Hamilton County, Tennessee;

WHEREAS, it is the intent and desire to promote and develop an attractive and desirable residential area.

NOW, THEREFORE, IN CONSIDERATION of the premises and for the protection of the present owner as well as any future purchasers and successive owners of the lots in the above described subdivision, CHATTANOOGA GENERAL CONSTRUCTION CORPORATION, hereby imposes upon said subdivision, to constitute covenants running with the land, whether specifically referred to in subsequent conveyances or not, the following covenants and restrictive conditions:

1. **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one family dwellings.
2. **ARCHITECTURAL CONTROL:** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee, as to the quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided and further set out herein.
3. **SIZE:** The ground floor area of the main structure exclusive of one-story open porches and garages shall not be less than 900 square feet.
4. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building set back lines as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 5 foot minimum side yard shall be permitted for a garage to other permitted accessory building located 25 feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of this building, provided, however that this shall not be construed as to permit any portion of a building on a lot to encroach upon another lot.
5. **EASEMENTS:** Easement 5 feet in width to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear and side of said lots.

8 feet of the lot and as shown on the recorded plat, plus an adjacent 12 foot strip 3 feet wide on each side lot line, where overhang guys are necessary. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purposes except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot from the front lot line to the rear lot line, to any utility company having an installation in the easement.

6. NUISIANCE: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES: No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 1 square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations of shafts be permitted upon or in any lot. No derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. LIVESTOCK AND POULTRY: No animals, livestock, poultry, of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such systems as installed shall be obtained from such authority.

13. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of both state and local health authorities. Approval of such system as installed shall be obtained from such authority.

14. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area 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 limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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.

15. ARCHITECTURAL CONTROL COMMITTEE: The architectural control committee consists of \_\_\_\_\_

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties.

16. PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives, fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

17. TERM: 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 25 years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of 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.

18. ENFORCEMENT: 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.

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

CHATTANOOGA GENERAL CONSTRUCTION CORPORATION reserves the right to itself its successors or assigns, to permit minor variations from the restrictive covenants herein set forth of such nature, as in their opinion do not materially affect the purposes sought to be attained.

IN WITNESS WHEREOF, CHATTANOOGA GENERAL CONSTRUCTION CORPORATION, has caused this instrument to be executed by its PRESIDENT, on this the 7th day of October, 1970.

CHATTANOOGA GENERAL CONSTRUCTION CORPORATION

BY: Martin McHabb  
Martin McHabb  
President

STATE OF TENNESSEE  
COUNTY OF HAMILTON

BOOK 1923 PAGE 349

Before me, Sandra Christian, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared MARTIN McHABB, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the PRESIDENT, respectively of CHATTANOOGA GENERAL CONSTRUCTION CORPORATION, the within named bargainer, 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 County and State on this the 7th day of October, 1970.

Sandra Christian  
Notary Public

My Commission Expires: 1-13-72

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↑  
IDENTIFICATION  
REFERENCE

OCT 7 2 31 PM '70

DOROTHY P. BRAHMER  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

101-28

MISC

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Prepared by: Janella L. McCants, Atty.  
LAW OFFICES OF J.L. MCCANTS, PLLC  
651 EAST FOURTH STREET, SUITE 100  
CHATTANOOGA, TN 37403

Return to: Above address

## RESTRICTIVE COVENANTS FOR WASHINGTON HILLS SUBDIVISION

WHEREAS, certain properties located in Hamilton County, Tennessee have been heretofore subdivided as various units and is known as the WASHINGTON HILLS SUBDIVISION, an area whose unofficial boundaries and legal description as defined by the City of Chattanooga is a triangular area falling within the boundary of Census Tract 114.02, Block Group 3 which is bounded on the Northwest by Highway 58; on the South by Oakwood Dr., Rosemary Cir., Cordelia Ln. and Weigelia Dr.; and on the East by the VAAP property, and it is the intent, purpose, and desire of the undersigned to promote the WASHINGTON HILLS SUBDIVISION as a residential subdivision. There is no preceding instrument that has been recorded in the office of the Register of Deeds of Hamilton County which accurately documents all or most source(s) of the properties included within the WASHINGTON HILLS SUBDIVISION, as evidenced by the City's unofficial boundaries and description of said subdivision.

WHEREAS, the majority of owners of the above-described property decided in the Washington Hills Neighborhood Association general meeting of March 2004 to adopt the Restrictive Covenants contained and set forth in this document and for such covenants to apply to all affected properties and effective against the owners of said properties and his or her successors or assigns;

NOW, THEREFORE, I, Charles Payne, the undersigned, being the President of the Washington Hills Neighborhood Association, and being expressly authorized by the majority of members of said Association, mutually covenant and that the Washington Hills Subdivision shall be under the Restrictive Covenants herein contained and set forth, to constitute covenants running with land, being for the use and benefit of the present and future owners of said lots, whether recited in subsequent conveyances or not, with the further provision the same are in addition to any zoning requirements now or hereafter in effect thereon.

If any of these restrictive covenants shall be held invalid, it shall not affect the validity of any other provisions of this Instrument.

In consideration of the premises and in consideration of membership into the Washington Hills Neighborhood Association, for the purpose of controlling and promoting future development of said real estate and protecting the values of the lots and improvements thereon, the owners of said lots specified above, by and through Charles Payne, the President of the Washington Hills Neighborhood Association, do hereby impose and charge upon the affected properties, the following conditions and restrictions:

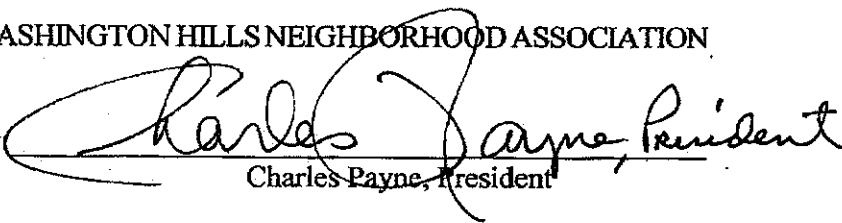
Instrument: 2004043000203  
Book and Page: GI 7110 549  
Data Processing Fee \$2.00  
Misc Recording Fee \$20.00  
Total Fees: \$22.00  
User: KSPRUIELL  
Date: 30-APR-2004  
Time: 10:50:06 A  
Contact: Pam Hurst, Register  
Hamilton County Tennessee

1. Each and every conveyance of any one of the affected properties of this subdivision shall be subject to the following conditions and restrictions which will run with the land, and shall be binding on all parties, and persons claiming under them, for a period of seventy-five (75) years from the date of this Instrument.
2. All of said properties 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 family dwelling shall contain a minimum, exclusive of porches, breezeways, garages, basements, etc. . . , of seventy-five hundred (7,500) square feet.
4. Said residence is to be erected a distance of at least twenty-five (25) feet from the center of the street, such street being the street upon which the said residence faces, and the front door must face such street; said residence is to be no nearer than ten (10) feet to the side lot line; and said residence is to be erected at a distance of at least twenty-five (25) feet from the rear lot line.
5. No school bus, trailer, tractor trailer, basement, tent, shack, garage, barn or any other detached building may be erected or placed on the above described tract; nor used at any time as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No mobile homes or manufactured homes can be moved or placed into the existing neighborhood. No houses can be moved into the existing neighborhood from another area of town, city, state, or region.
6. No fowls or animals, other than the usual domestic pets, shall be kept or permitted to remain on the premises. No pit bulls, wolf-hybrids, or other animals of a vicious nature will be permitted in the neighborhood unless they are fenced with an eight (8) foot fence. Guidance concerning the vicious propensity of such animals will be supplemented in part by prohibitions or limitations contained in current homeowner insurance policies.
7. No residence shall be erected on any of said lots until the design and location thereof has been approved in writing by majority vote of the members of the Washington Hills Neighborhood Association, their 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 Administrations 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 be made of brick or vinyl or aluminum siding.
  10. Fences shall be permitted upon said premises but must be a standard wire fence with a gate in the front of such fence.
  11. Said residence must have a paved driveway and either a garage or a carport. No vehicles may be parked on the street of said residence.
  12. No apartments, townhouses, condominiums, or other rental property shall be constructed in said neighborhood. Duplexes which were not in existence as of the date of this Instrument shall not be constructed in said neighborhood. Current duplexes in existence as of the date of this Instrument shall not be expanded upon either horizontally (i.e., additional stories/floors added) nor vertically (i.e., additional rooms/buildings constructed alongside existing rooms/buildings).
  13. No existing lot can be subdivided from its original specifications.
  14. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of local and state public health authorities, approval shall be obtained from such authority.
  15. Any residence must be completed in accordance with the conditions and restrictions set out within a period of one year from the date of commencement.
  16. Weeds, brush, grass, etc. . . . upon said lots must be kept neatly cut and trimmed and said residence shall be painted frequently for appearance or, within a reasonable time, said owners of the subdivision will have the same done and charged to the respective owners of the lots.
  17. 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 Washington Hills Neighborhood Association, 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 incident 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.

WASHINGTON HILLS NEIGHBORHOOD ASSOCIATION

By

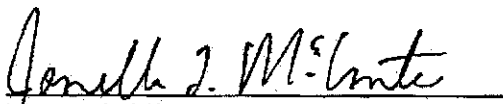
  
Charles Payne, President

STATE OF TENNESSEE

HAMILTON OF COUNTY

On this 28th day of April 2004, before me personally appeared, Mr. Charles Payne, President  
of the Washington Hills Neighborhood Association to me known to be the person described in and  
who executed the foregoing instrument and acknowledged that he executed the same as his free act  
and deed and with the express authority of a majority of the members of the Washington Hills  
Neighborhood Association.

WITNESS my hand and official seal

  
Notary Public

My Commission Expires: 7-21-07

