

PREPARED BY:  
DAVID K. GANNON  
P.O. BOX 187  
CARTHAGE, TN 37015

BOOK 3710 PAGE 128

RESTRICTIVE COVENANTS  
LOTS 1 THROUGH 42  
WOLFTVEER LANDING

The undersigned owner, hereinafter called "developer", is fee simple owner of a tract of land in District 2, Hamilton County, Tennessee, which is known as Wolfveer Landing Subdivision, a plat which is recorded in Plat Book 46, Page 4, in the Register's Office of Hamilton County Tennessee. To promote the orderly growth of a residential subdivision and to protect future owners of lots in the subdivision, I do hereby restrict the same according to use and development. The restrictions herein shall be binding on all lots in the subdivision and applicable to all future owners of same.

WHEREAS, Developer desires to provide for the preservation of the land values and home values when and as the Property is improved and desires to subject the development to certain covenants, restrictions, easements, affirmative obligations, charges and liens, hereinafter set forth, each and all of which are hereby declared to be for the benefit of the development and each and every owner of any and all parts thereof; and

WHEREAS, it is the plan of the Developer to devote the lots in the first phase of WOLFTVEER LANDING subdivision solely to restricted single family residential purposes;

NOW, THEREFORE, Developer declares that the Property, titled as Lots 1 through 42 (herein individually "Lot" and collectively "Lots") is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, affirmative obligations and liens hereinafter set forth. These Restrictive Covenants shall touch and concern and run with the land and each Lot thereof.

SECTION 1. Property and Lot(s). The Property and each and every Lot shall be held, transferred, sold, conveyed, given, donated, leased, used and occupied subject to these Restrictive Covenants.

SECTION 2. Residential Use.

(a) All of the Lots in WOLFTVEER LANDING Phase I shall be, and be known and described as, residential lots, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling, with attached garage, which may also be located in the basement, and which must be for a minimum of two (2) cars.

(b) "Residential," refers to a mode of occupancy, is used in contradistinction to "business" or "commerce" or "mercantile" activity and, except where otherwise expressly provided, "residential" shall apply to vacant land as well as to buildings constructed thereon.

(c) No Lot may be used as a passageway or entrance into another tract of land, whether or not a part of the Property, unless approved by developer.

SECTION 3. Architectural and Design Review.

(a) No building, fences, walls, pools, structures of any type, shall be erected, placed, added to, or altered and no trees or shrubs shall be cut or removed and no grading shall be commenced until the proposed building plans and specifications (including height, and composition of roof, siding or other exterior materials and finish), plot plan (showing the proposed drainage plan), landscape plan, or construction schedule, as the case may be, shall have been approved in writing by Developer. Developer may, by written notice given from time to time to the owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by Developer. In the event of the completion of any dwelling house on any Lot, without any

proceedings having been instituted in the courts of Hamilton County, Tennessee, to enjoin the construction thereof, the said dwelling shall be conclusively presumed to have had such approval.

(b) Developer's architectural and design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of trees and vegetation which could cause disruption of natural water courses, insuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and insuring that plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots.

**SECTION 4. No Multi-Family, Business, Trucks.** No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time, nor 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. No panel or commercial trucks shall be habitually parked in driveways or on streets in front of any of the Lots. No overnight parking of vehicles on the street.

**SECTION 5. Set-backs.** No building shall be located on any Lot nearer than 50 feet to the front Lot line or nearer than 20 feet to any side street line, or nearer than 10 feet to any interior Lot 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, other than a swimming pool, outdoor fireplace, etc., of approximate ground level construction, shall be located nearer than 25 feet to any rear Lot line. However, it shall be permissible for the Developer to reduce the front Lot line requirement down to 35 feet. For the purposes of this covenant, stoop, steps, and open porches shall not be considered as a part of the building, providing, however, this shall not be construed to permit any portion of the building on the Lot to encroach upon another Lot. (No provision of the paragraph shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to the zoning laws and regulations applicable thereto.)

**SECTION 6. Rearrangement of Lot Lines.** Not more than one dwelling house shall be erected or maintained on any one Lot. This will not prevent the use of one or more Lots or parts of Lots as a single building plot of ground, providing that the division or rearrangement of boundary lines of subdivision Lots shall not increase the total number of Lots in said subdivision, and that the same shall conform to zoning laws and subdivision regulations in effect thereon. Two or more Lots may be combined to form one Lot.

**SECTION 7. Temporary Structures.** No part of any Lot shall be used for residential purposes until a completed dwelling house, conforming fully to the provisions of these Restrictive Covenants, shall have been erected thereon. The intent of this section is to prevent the use thereon of a garage, incomplete structure, trailer, barn, 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.

**SECTION 8. Completion of Construction.** Any residence being erected on a Lot shall be completed within eight (8) months from the date of the pouring of the footings for said residence. In the construction of a residence upon a Lot, the builder shall

keep all debris cleared from the street or streets bounding the lot; and, before any residence is occupied, all debris must be removed from the entire lot.

**SECTION 9. Minimum Square Footage.** No dwelling house shall be erected or permitted to remain in the subdivision unless it has the number of square feet of enclosed living area, exclusive of open porches or screened porches, carports, garages or basements, set forth in this section. For the purposes of this section, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, saves and steps. The developer reserves the right to deviate from the below square footage up to 10% as the situation may require.

- I. A single story with crawl space and attached double garage: 1,800 square feet.
- II. A 1-story residence with full basement and with attached double garage: 1,800 square feet;
- III. A 1-story residence with full basement and with double garage in basement: 2,000 square feet;
- IV. A 2-story residence with attached double garage, 1,200 square feet on the first floor of such residence, and a minimum of 800 square feet on the second floor;
- V. A 2-story residence with garage in the basement: 1,600 square feet on the first floor and 1,000 square feet on the second floor;
- VI. A 1-1/2 story residence with attached double garage: 1,200 square feet on the first floor and 800 square feet on the second floor;
- VII. A 1-1/2 story residence with a garage in basement: 1,600 square feet on the first floor and 1,000 square feet on the second floor;
- VIII. A split-level, with attached double garage (not counting finished basement): 1,600 square feet; and
- IX. A split-level residence with garage in basement (not counting finished basement): 2,000 square feet.

**SECTION 10. Frontal Appearance.** All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots.

**SECTION 11. Building Requirements.** The exterior front and side elevations of all buildings shall be either wood, or stone, brick, or masonite. In any event, if horizontal boards are used, not over 8 inches of each board may be exposed to the weather. All retaining walls shall be of stone or brick finish. All front and side foundation elevations shall be brick or stone finish. The rear foundation elevation of corner lots shall be brick or stone finish. The rear foundation elevation of other lots shall be brick, stone, or stucco finish. All roof pitches must be 6/12 or greater.

**SECTION 12. Fences.** Any fence erected on any lot in the WOLFTEVER LANDING subdivision must not be located nearer to the front lot line than the line of the rear elevation of the residence, extended in a direct line to the side lines; and, as to corner lots, the same shall not be erected or maintained nearer to the side street line than the side street elevation, extended in a direct line to the rear lot line.

**SECTION 13. Vehicles.** No trucks larger than a regular size pickup and no Recreational Vehicles will be allowed to park on any said lot or adjoining streets; no inoperative junk cars or trucks or any other vehicles will be kept or parked on any of said lots.

**SECTION 14. Signs.** No sign of any kind shall be displayed to the public view from any Lot to advertise for anything except the sale of the property.

**SECTION 15. Animals.** No sheep, swine, goats, horses, cattle, burros, fowls or any like animals shall be permitted to be kept or to remain on any of the Lots, or to roam at large on any of the streets or way in or bordering the same, except that a reasonable number of household pets, such as cats and dogs, may be kept. There shall be no kennels permitted on any Lot in the subdivision for the commercial breeding or boarding of domestic pets. Pet owners shall not allow pets to roam unattended but shall either leash their pets or have them under voice control. The pet owners shall also muzzle any pet which consistently barks.

**SECTION 16. No Detached Buildings.** There shall be no detached garages, 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 the minimum square footage requirements as set forth herein; must be approved by developer.

**SECTION 17. Tanks and Garbage Receptacles.** No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a dwelling unit, within a screened area or buried underground.

**SECTION 18. Zoning.** Whether expressly stated so or not in any deed conveying any one or more of said Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

**SECTION 19. Duration.** Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every of the said Lots and all titles to, and estates therein, shall be subject thereto and the same shall be binding upon each and every owner and occupant of the same until January 1, 2020, and shall be extended automatically to apply to each of the Lots for successive periods of ten (10) years unless by action of a minimum of sixty-six and two-thirds (66-2/3rds) 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 such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee. Neither the Developer nor any party or parties claiming under it shall or will convey, devise, or demise any or either of said Lots or any part of same except being subject to the said covenants, conditions and restrictions, and the obligation to observe and perform the same. The said covenants, conditions and restrictions shall run with and be appurtenant to the Property and every Lot 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 Property or the improvements to be made thereon.

**SECTION 20. Severability.** In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any court of record to be invalid, such action shall in no way effect 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.

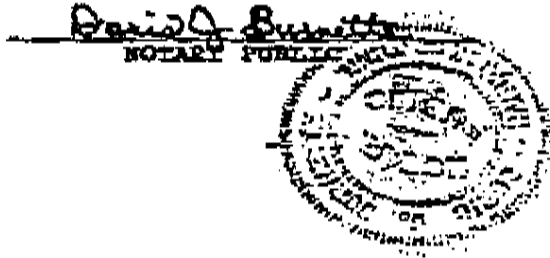
IN WITNESS WHEREOF, the Developer has hereunto set his hand, on the 20<sup>th</sup> day of March, 1990

By: David E. Graham  
Title: Owner/Developer

STATE OF Tennessee )  
COUNTY OF Hamilton )

Personally appeared before me, David E. Graham, Notary Public, David E. Graham, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the owner of the Maker, the same, and is authorized by the Maker to execute this instrument on behalf of the Maker.

WITNESS my hand, at office, this 20<sup>th</sup> day of March, 1990.



My Commission Expires: Nov. 7, 1992

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IDENTIFICATION  
REFERENCE

03/20/90

MISC

20.00

\*\*20.00

B

MAR 20 1 32 PM '90

SARAH P. DE FRIESE  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

Lib: 716

PREPARED BY:  
BRIDGEMAN & THOMPSON  
ATTORNEYS AT LAW  
701 Market Street  
Chattanooga, TN 37402

BOOK 3712 PAGE 209

ABRIDGMENT OF RESTRICTIONS

WHEREAS, David E. Graham, has platted and subdivided property now known as Wolfcreek Landing, as shown by plat of record in First Book 46, page 4, in the Register's Office of Hamilton County, Tennessee, and placed thereon certain Restrictive Covenants by instrument dated March 20, 1990 and recorded in Book 3712, page 126, in the said Register's Office, to which reference is made for all of their terms and provisions; and

WHEREAS, it is now the desire of said David E. Graham to amend Section (2) of said Restrictive Covenants, by adding the following:

- (d) The future fifty (50) foot right-of-way as shown on the plat is hereby reserved for roadway purposes only and shall not be used for any other purposes. The Developer will, at the request of any lot owner, dedicate the right-of-way to the appropriate governmental authority.

The Restrictive Covenants, as herein amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Developer has hereunto set his hand on the 22nd day of March, 1990.

*David E. Graham*  
DAVID E. GRAHAM, DEVELOPER AND OWNER

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Personally appeared before me, Karen E. Reed, Notary Public, David E. Graham, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, 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.

*Karen E. Reed*  
KAREN E. REED  
NOTARY PUBLIC



NOTARY COMMISSION EXPIRES: 7/10/91

87807

03/23/90 MISC 8.00 \*\*\*.00

TRANSMISSION  
REFERENCE

Mar 23 2 53 PM '90

SARAH P. DEFRITTE  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE