

Prepared by Fred Wheat, Attorney, 622 Georgia Ave., Chatta., Tn. 37403

RESTRICTIVE COVENANTS

WHEREAS, H. E. Delay, is the legal owner of property in the City of Chattanooga, Hamilton County, Tennessee, which has been subdivided and designated as BRAINERD MANOR, a subdivision, as appears by reference to Plat Book 26, page 38, in the Register's office of Hamilton County, Tennessee.

WHEREAS, it is the plan of H. E. Delay to devote said lots exclusively to residential use and purposes; and, as a part of the development plan, to restrict said lots as to use and development;

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owners, as well as future purchasers, and owners of lots in Brainerd Manor, this declaration and agreement is made.

Each and every conveyance of any one or more of said lots shall be subject to conditions, reservations, covenants and agreements, which will run with the land, as follows:

(a) All of said lots, except those designated otherwise, shall 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 single family dwelling, not to exceed two stories in height, which can have attached thereto a one or more car finished carport or garage. Domestic servants' quarters may be incorporated therein. H. E. Delay reserves the right to resubdivide any one or more lots in said subdivision; and the lot so formed by any such resubdivision, shall, for the purposes of this instrument be construed to be a lot as if so platted originally. It is stipulated that no commercial or business activity or service shall be carried on upon any lot in the subdivision nor tractor trucks connected with commercial activities or businesses be habitually parked in the driveways or streets in said subdivision.

(b) Each dwelling shall face the street on which its lot faces, and no residence shall be located on any of said residential building plots nearer to the front lot line than forty (40) feet, nor nearer to any side street line than fifteen (15) feet, nor nearer than ten feet to any side lot line; nor nearer than twenty-five feet to the rear lot line. Exceptions can be made only by written authority from H. E. Delay, or his heirs.

(c) No trade of any kind or noxious or offensive 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, including discharge of firearms.

(d) No building material or refuse shall be placed or stored on any lot within ten feet of the property line, except clean fill, provided that natural water courses are not altered or blocked by such

(e) No part of said lot shall be used for residential purposes or otherwise until a dwelling house and yard conforming fully to the provisions of this instrument shall have been fully completed. Once the footings of any buildings are poured, construction must progress continuously until said building is completed; and the exterior, including yard, must be completed within twelve months, else the owner of said lot

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2177 & 28th St.
37412

shall forfeit damages in the amount of Ten Dollars per day thereafter until said exterior and all yard work are completed. Damages shall be paid H. E. Delay, his heirs or assigns.

(f) No trailer, basement, shack, incompleated or temporary structure, or other outbuilding shall be erected or maintained on any lots or at any time used as a residence or otherwise temporarily or permanently.

(g) No one story dwelling shall be erected or permitted of less enclosed living area in the main structure, exclusive of open porches, servants quarters, carports or garages, than fifteen hundred (1500) square feet; provided said living area may include in what is known as split-level house. A Two story house shall contain not less than fifteen hundred square feet with at least one thousand square feet on the main floor level. Split foyer type dwelling with unfinished basement shall have twelve hundred square feet on main level.

(h) No lot may be divided into lots of smaller area except for incorporation into another platted lot or lots, in which case the divided area and lot to which it is attached shall be considered one lot for the purpose of this plan. The restrictions imposed by Paragraph "b" above, pertaining to side lines, shall be construed as pertaining to the outer side lines of said lots and parts of lots combined.

(i) Before any construction or alteration is commenced or carried on, plans, specifications, and plot plan for any dwelling house to be constructed or altered on any of said lots shall be submitted for approval to Armstrong Realty Company, and written approval secured, but approval shall not be unreasonably withheld.

(j) No asbestos siding, or like material, permastone shall be used on any houses on any of said building lots, and all exposed masonry shall be brick or stone laid in an approved pattern; refer-- to Paragraph "q" below.

(k) No horses, mules, barros, cattle, sheep, goats, swine, fowls, rabbits, or like animals or animals of a kind and number not ordinarily associated with residential uses and customs shall be kept and allowed to remain upon any portion of any lot in said subdivision, or allowed to roam or run at large on the streets or alleys therein, and no animal kennels of any type will be allowed.

(l) No sign of any kind shall be displayed to the public view on any lot except one sign per lot of not more than five square feet advertising the property for sale or rent or used by a builder to advertise his services during the construction and sales period. All signs shall be professional in character.

(m) Whether expressly stated so or not in any deeds conveying one or more of said lots, each conveyance shall be subject to the zoning act as passed by the State Legislature, and to these restrictive covenants and any amendments of either said covenants or of the zoning act.

(n) A five foot easement for utilities at the rear and side of each lot, as shown on plat of said lots hereinabove referred to, with the right to install and maintain said utilities, and reasonable access for such purposes is reserved by the undersigned for H. E. DeLay and his successors.

(o) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No leaves or rubbish may be burned on paved areas, and all outdoor garbage shall be in containers.

(p) No individual water supply system shall be permitted on any lot.

(q) Exterior finish. The exterior front and side elevations of all buildings shall be of either wood (horizontal boards, vertical boards and batten or masonite or stone, or brick finish. All retaining walls shall be of stone or brick finish. All exterior foundation elevations shall be stone, brick or stucco finish with stucco allowed only on the rear elevations of residences not location on a corner lot.

(r) No lot or part of lot shall be used as a right of way leading from any street in the subdivision to an adjacent tract unless approved by H. E. Delay, or his successors.

(s) Cut-ins for driveways or entrances must be made in the curbs, gutters and sidewalks and these alterations must be performed by the owner only after approval by H. E. Delay.

(t) All drives shall be concrete or hot mix asphalt and run from street curb to garage or carport of the dwelling it serves.

(u) No mining, drilling, or quarrying of any kind shall be permitted upon any lot, nor shall tanks, tunnels, or appurtenant structures be maintained or permitted.

IN 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 affect in no wise any of the other provisions, which shall remain in full force and effect, the owner hereby declaring that said restrictions are not interdependent but severable and any one would have been adopted even without the other. Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every one of the said lots of land and all title 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, 2000. The said conditions, covenants and restrictions shall run with and be appurtenant to the said land and 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 land or the improvements to be made thereon.

In the event of the violation, or attempted violation, 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 of the undersigned, their successors or assigns, to be enjoined by proper process from

such violation, and shall be further liable for such damages as may accrue, it being expressly stipulated that court costs and reasonable attorney's fees incident to any such proceedings shall constitute liquidated damages. Further, that the undersigned shall have the right and privilege within their discretion of permitting minor variations in the requirements of these restrictive covenants so long as the same shall not in general affect the purposes sought to be attained by the restrictive covenants as here imposed.

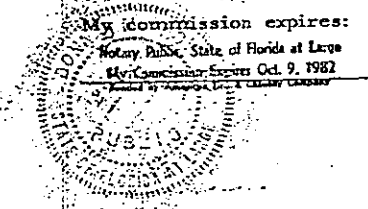
IN WITNESS WHEREOF, H. E. DELAY has caused his name to be signed this 7th day of March, 1979.

H. E. Delay
H. E. Delay

STATE OF FLORIDA
COUNTY OF *Broward*

On this 26 day of March, 1979, before me personally appeared H. E. DELAY, 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 at office.

Donna M. Howard
Notary Public



H 9093

IDENTIFICATION
REFERENCE
SEP 6 11 15 AM '79
DOROTHY P. BRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE