

BOOK 4377 PAGE 249

COH III/wbp/7896/94

OWNER:	SEND TAX BILLS TO:
THE DRAFTSMAN OF THIS DEED IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SET OUT IN THIS BLOCK	

MAP PARCEL NO:

PREPARED BY:

CHARLES O. HON III, ATTORNEY
617 WALNUT STREET
CHATTANOOGA, TENNESSEE 37402

RESTRICTIVE COVENANTS
CHIMNEY HILL SUBDIVISION
PHASES II, IV AND V

WHEREAS, MAGNOLIA APARTMENTS PARTNERSHIP, a Tennessee General Partnership composed of Rathmell Plumlee, Mack Siniard and Charles W. Evans, said partnership sometimes being known as MAGNOLIA DEVELOPMENT COMPANY, is the owner of certain real property in the Third Civil District of Hamilton County, Tennessee, said property being more completely described in that deed of record in Book 3473, Page 194, in the Register's Office of Hamilton County, Tennessee;

WHEREAS, said Partnership is in the process of developing said property into the Chimney Hills Subdivision;

WHEREAS, certain Restrictive Covenants have been imposed on Phase 3 of said Subdivision by that instrument of record in Book 4366, Page 840, in said Register's Office; and

WHEREAS, it is the desire of said Partnership to impose said restrictions on other phases of the development of Chimney Hills;

NOW THEREFORE, for the benefits to be derived to all current and future owners of lots in said Subdivision, MAGNOLIA APARTMENTS PARTNERSHIP, a Tennessee General Partnership, hereby imposes the Restrictions set forth in Book 4366, Page 840, on Phases II, IV and V of Chimney Hills Subdivision. Said phases are unplatted at the time of this instrument but these restrictions attach to whatever may be platted for these phases of this development.

IN WITNESS WHEREOF, MAGNOLIA APARTMENTS PARTNERSHIP, a Tennessee General Partnership, imposes these restrictions by one of its duly authorized General Partners on this the 14th day of July, 1994.

MAGNOLIA APARTMENTS PARTNERSHIP

By Rathmell Plumlee
Rathmell Plumlee,
General Partner

Handwritten:
Maid Magnolia Development
6425 Hixson Pk
Chattanooga, TN 37343

Handwritten:
Book

Vertical stamp:
RECORDED
INDEXED
PLUMLEE

RESTRICTIVE COVENANTS CHIMNEY HILL PHASE 3BOOK **4366** PAGE **840**

Whereas, the undersigned Magnolia Development Company is vested with title to certain property in Hamilton County, Phase 3, comprised of Lot 51 through Lot 86, inclusive as shown by plat recorded in Plat Book _____ Page _____ in the Register's office of Hamilton County Tennessee, and

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Whereas, it is the plan of the said Magnolia Development Company to devote said lots, except the two parcels of land marked reserve at the entrance, to restricted residential purposes.

Now, therefore, in consideration of the premises and for the protection of the present owner, as well as future owners of lots in said subdivision, this Declaration and Agreement is made:

Each and every conveyance of any one of said lots shall be subject to the special covenants and restrictive conditions herein set forth, which will run with the land, whether mentioned or referred to in any deed, and which shall be in effect only upon the lots in Chimney Hill, Phase 3, as herein above referred to (and specifically shall not apply to any other land in this area) as follows:

- (a) All of said lots shall be, and 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 detached single-family dwelling, and attached two-car garage or carport.
- (b) No residence shall be designed, patterned, constructed, or maintained to serve for the use of more than one single-family residence, be used as a multiple-family dwelling at any one time, nor be 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.
- (c) No residence shall be located on any one of said residential building plots nearer to the front line or nearer on any side to the front line or nearer to any side street line than twenty-five (25) feet, nor nearer than ten (10) feet to any side lot of property line, nor nearer than twenty-five (25) feet to the rear boundary line.
- (d) No noxious or offensive trade or activity shall be carried upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (e) No part of any lot shall be used for residential purposes until, first, a completed dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon. The intent of this paragraph (e) being to prevent the use thereon of a garage, incompleated structure, trailer, tent, barn, outbuilding, or any structure as a 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.
- (f) Any residence being erected on a lot shall be completed within (6) months from the date of the pouring of the footers for said residence.
- (g) The minimum living area of each residence shall not be less than (1) Tri-Level square footage 1400 sq. ft. lower & upper level (2) Split-Foyer 1500 sq. ft. main level (3) Story & Half 1200 sq. ft. main level (4) Two-Story 1000 sq. ft. main level (5) Rancher 1800 sq. ft. exclusive of porches, breezeways, garages, carports, etc. It shall be permissible to use one or more lots, or parts of lots, to form a single building lot: provided, however, that this shall not result in creating any additional lots.

Prepared by:

Ratna M. Sharma 6425 Nipson Park Ct, 37343

(h) All dwellings shall have conventional and acceptable frontal appearances from the main street fronting said lots. No boats, cars, trailers or campers will be allowed to be permanently parked on streets.

(i) All residences must have a gas lamp or electrical light at driveway entrance.

(j) No asbestos siding shall be used on a dwelling house on any of said lots, and no concrete blocks shall be exposed to view from any front, rear, or side of such dwelling house, unless veneered with brick, stone, or real mountain stone.

(k) Before any building permit is issued or construction is commenced or carried on, plans, specifications and plot plan for any one of said lots shall be submitted for approval to Magnolia Development Company, its successors, designates, or assigns, and written approval secured, but approval shall not be unreasonably withheld.

(l) No fowl or domestic animals, except house pets, shall be kept or maintained on any one of said lots or any portion thereof, or be allowed to run at large and unconfined upon any one of said lots. There shall be no kennels for commercial breeding of such animals.

(m) All of said lots in said subdivision must be maintained by the 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). If a resident fails to do so, a duly appointed agent may enter upon such lot without liability and proceed to put said lot into an orderly condition, billing the cost of such work to the owner.

(n) There shall be no detached garages, outbuilding, barn, or servants quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition, nor be included in complying with any minimum square footage requirements as set forth in (g) above.

(o) Entrance lights and entry planters - bills for entrance lights and upkeep of the shrubbery area at the entrance will be assumed by property owners at such time as ten (10) families purchase and establish residence and organize a community club or garden club.

(p) No fences may be erected on any said lot without written approval from Magnolia Development Company, its successors, designates, or assigns, as to location on lot and type of fence. No chain-link fences will be allowed (cedar, treated or similar wooden material).

(q) Due notice is hereby given that the developers intend to develop adjoining tracts from access points without said tract and this covenant shall not be construed to be applicable to other areas than specifically mentioned herein.

(r) All roads in sub-division are furnished with drive-over curbing and curbing can be cut or broken for driveway entrance -- all driveways shall be paved with hard surface such as asphalt, concrete, or brick.

(s) The right is reserved by the developers to amend, correct, clarify, change, or delete any of the herein restrictions in whole or in part, and to grant individual waivers to succeeding owners as the situation requires.

(t) Magnolia Development Company will retain the rights to operate an office on the premises while being developed.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgement or decree of any court 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 owners hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without others.

Each and every one of the aforesaid covenants, conditions, and restrictions shall attach to and run with each and every of the said lots of land 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 May of 2008. Any conveyance by the undersigned, or any party or parties claiming under it, shall be subject to these covenants, conditions, and restrictions, whether therein specifically mentioned or not, and the obligation to observe and perform the same. The said covenants, conditions, 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 said 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 Magnolia Development Company or its successors in trust, or of the then constituted public authorities, or of any owner or owners of lots in the sub-division to be enjoined by proper process from such violation, and shall be liable for such damages as may accrue, it being stipulated that court cost and reasonable attorney's fees incident to any such proceedings shall constitute liquidated damages.

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STATE OF TENNESSEE
COUNTY OF HAMPSHIRE
STATE OF TENNESSEE

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J. Shivers
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*Magnolia Dev
Rathbone Alton Partners*

STATE OF

TN

COUNTY OF

Hampshire

Magnolia Dev.

On this *21* day of *June*, 19*94*, before me personally appeared *Rathbone Alton Partners*, 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.

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

Jacqueline Jackson
Notary Public

My Commission expires:

BOOK 4377 PAGE 250

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said State and County, personally appeared RATHMELL PLUMLEE, who is personally known to me (or proved to me by satisfactory evidence to be) a General Partner of MAGNOLIA APARTMENTS PARTNERSHIP, the within named bargainer, a Tennessee General Partnership, and that he, as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partnership by himself, as said General Partner.

WITNESS my hand and seal of office this 14th day of July, 1994.

James S. Bose
Notary Public

My commission expires: August 22, 1995



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SARAH P. DEFRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

'94 JUL 14 AM 9 52

BY: *Rathmell Plumlee*
DEPUTY

DEPT # 707419

07/14/94

MISC

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