

RESTRICTIVE COVENANTS

CHISWICK SUBDIVISION

09/20/95 MISC

20.00

**20.00

WHEREAS, William P. Smith Jr., hereinafter referred to as Developer, is the owner of Lots 1 through 35 Chiswick, as shown by plat of record in Plat Book 54, page 46, in the Register's Office of Hamilton County, Tennessee, and

WHEREAS, it is the plan of Developer to devote all of said Lots 1 through 35, Chiswick to restricted residential purposes; and

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owner, as well as future purchasers of said Lots 1 through 35, Chiswick, this declaration and agreement is made :

Each and every conveyance of any one of said Lots 1 through 35, Chiswick, shall be subject to conditions, reservations, covenants and agreements, which shall run with the land as follows :

1. 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 of said lots other than one detached single family dwelling and other structure permitted herein.

2. No dwelling shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single family, and no dwelling 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 purposes.

3. No dwelling shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line, or nearer than 10 feet to any interior lot line. No structure, other than a swimming pool and structures normally associated with swimming pools, shall be located nearer than 25 feet to any rear lot line.

4. It is provided that not more than one dwelling 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 reduce the basic width and size of the original lots as platted, or increase the total number of lots in said subdivision, and that the same 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. However, Developer does hereby 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, and Developer reserves the exclusive rights to grant, transfer and convey these rights to others.

5. No noxious or offensive activity shall be carried on upon any lot. Nor shall anything be done thereon which may be or may become

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from other lands _____
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rights to grant, transfer and convey these rights to others.

5. No noxious or offensive activity shall be carried on upon any lot. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. None of the following shall be placed upon or kept upon a lot or in or on the streets in the subdivision, unless they are kept inside the garage: tractor-trailers, motor homes, mobile homes (trailers), campers, boats, boat trailers or school buses.

Prepared by: William P. Smith, Jr.
1840 Hickory Valley Rd
Chattanooga, Tn 37421

6. No part of any lot shall be used for residential purposes until, first a complete dwelling, conforming to the provisions of this instrument, shall have been erected thereon, the intent of this paragraph 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 a permanent dwelling. 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.

7. Any dwelling being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said dwelling

8. No dwelling shall be erected or permitted to remain on any lot in the subdivision unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screened or glassed-in porches, garages, eaves, steps and basements (whether finished or not), set forth below:

- a) A 2-story dwelling with attached double garage with total of 2300 square feet on main and upper floors.
- b) A 1-story dwelling with attached double garage, 1900 square feet.

9. Each dwelling shall have at least a double car garage, either attached or located in the basement.

10. All mailboxes must be decorative and of consistent design and quality as established and approved by Developer. Developer reserves the right to make minor variations in design. The owner of each lot shall be responsible for the installation and cost of the mailbox which shall be installed no later than the day of occupancy of the dwelling. No other type or temporary mailbox shall be installed or permitted on any lot.

11. No artificial stone, brick or asbestos siding is to be used in the construction of a dwelling.

12. It is the obligation and responsibility of each lot owner, subsequent to Developer, to construct a fence along the back lot line at the time of construction and before move in. The fence shall be installed at the expense of the lot owner or builder and should conform in appearance and design with Developer's specifications so as to be uniform with existing fences of adjoining lots. The fence shall be completed before occupancy of the dwelling.

No other fences will be permitted to be erected or maintained on a lot without the prior written approval of Developer. Under no circumstances shall a chain-link fence be approved. All fences which are approved must fence the majority of the allowable area to prevent the fencing of small areas or dog lots. Fences between and on any lot will require the prior written consent of the Developer.

13. Each dwelling constructed upon a lot must be served by a driveway, paved with concrete, brick, laid stone or asphalt.

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14. It is the obligation and responsibility of each lot owner, subsequent to Developer, to install a lamplight and a 4 foot wide concrete sidewalk along the entire lot street frontage with a 2 1/2 foot grassed area lying between the sidewalk and curb. The sidewalk shall be installed at the expense of the lot owner or builder and shall conform in appearance and design with Developer specifications so as to be uniform with existing sidewalks of adjoining lots. The sidewalk and

lamplight shall be completed no later than the time the driveway or lot completed.

15. In the construction of a dwelling upon a lot, the lot owner shall keep all debris cleared from the street or streets bounding the lot; and before any dwelling is occupied, all debris must be removed from the entire lot.

16. No bathhouses or structures normally associated with swimming pools will be permitted to be erected or maintained without the prior written approval of Developer of its location, style, materials and size. Said structure shall contain no living quarters.

17. Before any construction is commenced or carried on upon any lot, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to Developer, and written approval thereof by Developer must be procured. Said plans and specifications submitted will be kept on file by the Developer. Because of the Developer intense concern that all of said lots developed 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, among other things, such considerations as: how the architectural style fits in with other homes constructed and being constructed in the subdivision, roof pitch, masonry and siding materials, window placement, driveway and garage door location and the like.

18. All front and side foundation elevations shall be veneered with brick, stone, or stucco. All rear foundation elevations shall be veneered with brick, stone or stucco.

19. All retaining walls shall be veneered with brick, stone, or stucco.

20. 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 herein above described, 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. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of the subdivision.

21. Whether expressly stated so or not, in any deed conveying any one or more of said lots, each conveyance shall be subject to these restrictive covenants and existing governmental zoning and subdivision ordinances or regulations in effect thereon.

22. All of said lots in said subdivision must, from the date of purchase, 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). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an owner fails, of his own volition, to maintain his lot in a neat and orderly condition, Developer may enter upon said lot without liability and proceed to put said lot into an orderly 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, particularly when new. Also, all

his own volition, the Developer may enter upon said lot without liability and proceed to place the said lot into an orderly 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. Also, all owners of lots must keep the streets clean and clear of concrete blocks, concrete, and building materials while dwelling is under construction.

23. There shall be no detached garages, outbuildings, carports or servants quarters, but a bathhouse and other structures normally associated with swimming pools built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus a

bathroom will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as otherwise set forth herein.

24. In the event of violation of set-back lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by Developer. Further, Developer reserves, the right and privilege to waive minor violations of these Restrictive Covenants when the same do not, in his judgment, materially adversely affect the purposes sought to be attained by these Restrictive Covenants, and providing further that the same shall not be in violation of any zoning applicable thereto, or that variance from the proper zoning authorities as to any such zoning violation shall have also been obtained.

25. 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, and signs referring only to the premises on which displayed.

26. No television, radio or other signal receiving devices, whether the signal receiving devices, whether the signals are transmitted by mass communication systems or privately owned systems of a non-mass communication nature, nor any television satellite dishes exceeding 18 inches in diameter shall be erected or maintained on any of said lots. No such communication devices may be visible from any street. No outdoor clothes lines shall be permitted on any lot.

27. Notwithstanding any provision herein to the contrary, the Developer reserves the right to use a temporary construction shed or trailer as a field office and / or material storage building. Further, that Developer shall have the right to maintain and use an existing structure located upon a Lot designated as a sales field office and / or a material storage building until such time as dwellings have been constructed upon all lots in the subdivision, after which the Developer shall remove the structure.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgment or decrees of any court of record to be invalid, such action shall in no way affect any of the other provisions, which shall remain in full force and effect, the Developer hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and everyone of 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, 2025, and shall be extended automatically to apply to each of said lots for successive periods of 10 years thereafter unless, by action of a minimum of 66-2/3's 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 may be in

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, 2025, and shall be extended automatically to apply to each of said lots for successive periods of 10 years thereafter unless, by action of a minimum of 66-2/3's 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 undersigned, nor any party or parties claiming title to said lots, shall or will convey, devise or demise any or either of said lots, or any part of same, except as being subject to these covenants, conditions, and restrictions and the obligation to observe and perform the same. These 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.

If any party or parties shall violate any of 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 Developer, his respective successors, heirs or assigns, or any person or persons owning any of said lots to prosecute any proceedings at law or in equity of 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.

In witness whereof, William P. Smith, Jr. has caused this declaration to be executed this 13 day of September, 1995.

BY: William P. Smith Jr.
William P. Smith, Jr., Developer/Owner

STATE OF TENNESSEE
COUNTY OF HAMILTON

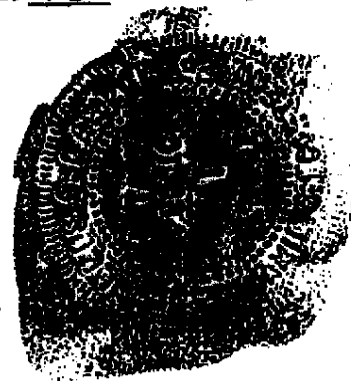
Before me, Shyllis O. Kaweck, of the state and county aforesaid, personally appeared before me, William P. Smith Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal, at office in Hamilton County, this 13 day of September, 1995.

Shyllis O. Kaweck

Notary Public

My Commission Expires: 11-19-97



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PAMELA HURST
REGISTER
HAMILTON COUNTY
TENNESSEE

PAMELA HURJI
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

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BY: *[Signature]*

DEPUTY

RECPT. # 79528