

WHEREAS, Concord Highlands Development Company, Inc., a Tennessee Corporation, is vested with title in fee simple to a tract of land which has been platted and subdivided and consists of lots 30 through 78, second unit, Concord Highlands Subdivision, in the Second Civil District of Hamilton County, Tennessee, said plat to be recorded in the Register's Office of Hamilton County, Tennessee, by the said corporation, has executed this instrument to impose Restrictive Covenants thereon; and,

WHEREAS, it is the intent, purpose, and desire to insure the proper development of said subdivision into an exclusive residential section, and for such purposes, there is hereby imposed upon the above mentioned property, and each and every lot in the subdivision, the Restrictive Covenants and Conditions hereinafter set forth, which shall be a part of the consideration of each and every one of said lots, in said subdivision, and shall run with the land, the same being for the use and benefit of the present and future owners of said lots in said subdivision, and are effective whether or not recited in subsequent instruments of conveyance or not.

The Restrictive Covenants hereof are in addition to any municipal or governmental requirements which now or may in the future affect said lots. Any and all the following which are in conflict with any of the provisions of said governmental regulations or amendments shall be deemed as over-ruled thereby, inferior thereto and inapplicable to the extent of said conflict, but such over-ruling of one or more of the following provisions or parts thereof. If any of the following provisions or the application of same to any purposes or circumstances shall be held invalid the remainder of this instrument or its application to purposes or circumstances other than to which is held invalid shall not be affected thereby.

RESTRICTIVE COVENANTS

[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 detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage or carport for not more than three cars; also, out-door recreation facilities, such as swimming pool, barbecue pit, etc., is permitted. Any concrete blocks used in construction shall be fully veneered.

[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 on the lot has been approved by the architectural control committee as to quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topograph 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 setback line unless similarly approved. Approval shall be by the architectural control committee as hereafter provided.

[3] DWELLING QUALITY AND SIZE.

a) One Story - Lots 30 through 78, second unit. A minimum square foot floor area of the main dwelling structures, exclusive of one story open porches, garages, carports, etc., of 1,800 square feet. It is expressly stipulated that no area below the ground floor level, nor any area above the ground floor level, shall be included in calculating such minimum square foot area, with the express provision and stipulation that where the residence is of "split-level" construction, the upper portion of the split-level shall be treated and considered as the ground floor area thereof.

b) Split-Foyer - Lots 30 through 78, second unit. Minimum square foot floor area of the main dwelling structures, exclusive of one-story open porches, garages, carports, etc., of 1,600 square feet main floor and 800 finished basement.

c) Two Story - The main living area of the main structure, exclusive of open porches, servants' quarters, carports, or garages, shall have a minimum of 1,500 square feet at ground level and a minimum second story of 900 square feet constituting a minimum overall square footage of 2,400. No area below the ground level shall be included in calculating minimum square foot area.

Prepared by: Harl L. Smith
1809 Hickory Valley Road
Chattanooga, Tennessee

[4] **TENURE OF CONSTRUCTION.** That no part of any lot shall be used for residential purposes or otherwise until a dwelling house, including yard work, conforming fully to the provisions of this instrument, shall have been erected thereon, and fully completed. Once the footings of any buildings of any building are poured, construction must progress continuously until the building is completed and the exterior, including the yard work, must be completed within twelve (12) months, else the owner of said lot must forfeit damages in the amount of TEN DOLLARS (\$10.00) per day after twelve (12) months has expired until said exterior and all yard work are completed. These damages are to be paid to CONCORD HIGHLANDS DEVELOPMENT COMPANY, INC., their successors or assigns.

[5] **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, all setback lines shall be minimum as follows:

Lots 30 through 78, second unit, minimum ²⁵ feet. No setback line shall be less than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No structure other than swimming pool, out-door fireplace, etc., shall be located on the rear 25 feet of any lot. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. (No provision of this 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.)

[6] **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

[7] **EASEMENTS.** Certain Utility and Drainage facilities and easements are platted and shown on the subdivision plat, to which reference is made for the nature and location of the same. It is stipulated that nothing contained herein shall prohibit the erection and maintenance of an electric substation within the area to which, or for the benefit of which, these restrictions and conditions are applicable.

[8] **NUISANCES.** 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.

[9] **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.

[10] **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five 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; providing that Concord Highlands Development Company, Inc., its successors or assigns may construct a masonry entrance of columns, arches, or other structures, and place the name of the subdivision thereon, subject to approval of the Architectural Control Committee as hereinafter provided.

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

[12] **LIVESTOCK AND POULTRY.** No animals, livestock, or 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.

[13] **GARBAGE CONTAINERS.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Any containers of the submerged type shall be used in the front yard for storage or disposal.

[14] **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 sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

[15] **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 system as installed shall be obtained from such authority.

[16] **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 local public health authorities. Approval of such system as installed shall be obtained from such authority.

[17] **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 formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 25 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

[18] **LAND NEAR PARKS AND WATER COURSES.** No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

[19] **DRIVEWAYS.** All driveways shall be paved with a minimum width of 10 feet and to run from the street curb to the garage or carport of the dwelling.

[20] **RESUBDIVISION.** No lot may be resubdivided into lots of smaller area, except for incorporating into another lot or lots, in which case the subdivided area and lot to which it is attached shall be considered one lot for the purpose of this plan, in which event, the restriction imposed by paragraph Five (5) above pertaining to side lines, shall be construed as pertaining to the outer side lines of said two or more lots as combined.

[21] **RIGHT-OF-WAY.** No lot or part of lot shall be used as a right-of-way leading from any street in the Subdivision to another adjacent tract, which would provide access from Concord Highlands Subdivision to any adjacent tract, unless approved by CONCORD HIGHLANDS DEVELOPMENT COMPANY, INC.

[22] **ARCHITECTURAL CONTROL COMMITTEE**

(a) **Membership.** The Architectural Control Committee is composed of Concord Highlands Development Company's Board of Directors or any authorized agent or representative of said parties. 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. Any time, the then recorded 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 to it any of its power and duties.

(b) **Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails 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 construc-

tion 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.

[23] 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

[24] 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.

[25] 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.

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IDENTIFICATION REFERENCE

Nov 12 9 55 AM '70

DOROTHY HAMMER
REALTOR
HAMILTON COUNTY
STATE OF TENNESSEE

CONCORD HIGHLANDS DEVELOPMENT COMPANY, INC.

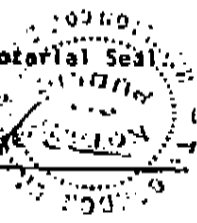
W. E. Hamilton
President

STATE OF TENNESSEE]
COUNTY OF HAMILTON]

On this 12th day of November, 1970, before me personally appeared W. E. Hamilton with whom I am personally acquainted, and who upon oath acknowledged himself to be the President of CONCORD HIGHLANDS DEVELOPMENT COMPANY, INC., within named bargainor, 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 WITNESS WHEREOF I have hereunto set my hand and Notarial Seal

J. Gordon
Notary Public



My Commission Expires:
MY COMMISSION
EXPIRES OCT. 2, 1974