

BOOK 3571 PAGE 850

RESTRICTIONS FOR ELDERVIEW SUBDIVISION

WHEREAS, the undersigned (herein called "Developer") is the owner of all of the property consisting of Lots 1 - 13, inclusive, of Elderview Subdivision as shown by plat recorded in Plat Book 43, Page 119, in the Register's Office, Hamilton County, Tennessee; and

WHEREAS, it is desired to develop said subdivision as a quality residential area;

NOW THEREFORE, Developer does hereby impose upon all of said lots the following restrictions:

(1) The lots shall be devoted exclusively to residential use. No buildings other than a one family residence with garage and accessory buildings shall be erected, maintained or used on any of said lots. No prefabricated home, manufactured home or mobile home shall be allowed in the subdivision.

(2) No part of any lot shall be used for residential purposes until a complete residence, conforming fully to the provisions of this instrument and all applicable building codes, shall have been erected thereon. The use of a garage, incomplete structure, trailer, tent or other structure as living quarters before or after the erection of a permanent residence is prohibited.

(3) No residence of less interior ground floor living area than 1,800 square feet shall be erected, exclusive of porches and garages. Two-story residences and 1-1/2 story residence shall have a minimum of 1,000 feet of living area on the first floor.

(4) All exterior siding shall be wood (painted or stained), brick or stone unless otherwise approved in writing by Developer. No exposed concrete blocks shall be permitted.

(5) No building shall be located nearer than 75 feet to the front lot line, nor nearer than 30 feet to any side or rear line. On all corner lots, the buildings must be at least 75 feet from the side street. No fences shall be erected between the rear of the residence and the street except decorative fences of wood or stone.

(6) An easement ten feet in width is reserved for utility and drainage purposes on each side of all rear and side lot lines. An easement fifteen feet in width is reserved on all side and rear lot lines adjacent to properties other than other lots.

(7) The lots may not be re-subdivided except by Developer or Developer's designated agent. If one residence is built on two or more lots as one lot, the restrictions contained in Paragraphs (5) and (6) above shall apply only to the outside boundary lines of the combination of the two or more lots.

(8) No public or private street or roadway shall be constructed on, through or across any of said lots to serve any other property unless constructed by Developer or approved in writing by Developer or Developer's designated agent. This provision shall not be construed to prevent the construction of a private driveway from the street shown on the plat to serve the lot on which the driveway is located.

(9) No fowls, horses, mules, cattle, sheep or other animals except domestic pets shall be kept or allowed to remain on any lot.

(10) No cars or other vehicles not in operating condition and regular use shall be stored on any lot. All boats, campers, trailers, trucks and other such vehicles shall be parked to the rear of the residence. Only guest parking may be allowed in front of the residence. All resident parking shall be in the side or rear of the residence. No garages or carports shall open to the front of the residence. All drives and parking areas shall be surfaced with concrete or asphalt or other surface approved by Developer in writing.

(11) The street shown on the plat is dedicated to the City of Chattanooga for public use.

(12) No concrete curbs are to be cut for driveways except as approved by Developer. All damage to streets, curbs and other facilities shall be repaired by the party causing such damage or by the lot owner employing such person.

John H. Sawyer & Co.

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(13) All satellite dishes or similar equipment shall be located to the rear of the residence and screened from view from the street and other lots.

(14) No vegetable gardens shall be planted except to the rear of the residence or in an area not visible from the street.

(15) The use of the lake and any common areas shall be subject to any rules and regulations published by Developer from time to time. Developer shall not be responsible for the maintenance of the lake and any common areas and may convey same to the lot owners if Developer desires to do so.

(16) So long as Developer shall own any lot in said subdivision or any land adjoining the subdivision, Developer may amend these restrictions as to any lot or lots. All amendments must be recorded in the Register's Office of Hamilton County, Tennessee.

(17) In the event any one or more of the foregoing restrictions be construed by judgment or decree of any court to be invalid, such action shall not affect any of the other provisions which shall remain in full force and effect.

(18) These restrictions shall attach to and run with each of the lots and all title to, and estates therein, shall be subject thereto and the same shall be binding upon each owner and occupant of the lots until January 1, 2000. Any lot owner may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any restrictions, either to prevent such violation or to recover damage for such violation, or both. In the event of litigation involving these restrictions, the prevailing party shall be entitled to recover all court costs, litigation expenses and attorney fees.

(19) These restrictions may be extended to January 1, 2010, by written extension signed by the owners of not less than nine (9) lots and recorded in the Register's Office of Hamilton County, Tennessee, prior to January 1, 2000.

IN WITNESS WHEREOF, Developer has executed this instrument under seal on the 3rd day of October, 1988. --S.00 8

Lawyers Title and Escrow, Inc., as Trustee

BY: Robert L. Brown
Robert L. Brown, President

COUNTY OF HAMILTON

STATE OF TENNESSEE

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Robert L. Brown, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of Lawyers Title and Escrow, Inc., the within named bargainer, a corporation, and that he, as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand, at office, this 3rd day of October, 1988.

Sandra Stead
Notary Public
G O ' 8 8 5

Date of Expiration of Commission:
8-4-92

IDENTIFICATION REFERENCE

JAN 12 9 30 AM '89

SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

This Instrument Was Prepared By:
Robert L. Brown, Attorney
Lawyers Title and Escrow, Inc.
736 Georgia Avenue
Suite 100
Chattanooga, TN 37402

Legal Title and Escrow, Inc. certifies this to be a true copy of the document recorded in Book 4310, Page 340, in the Register's Office, Hamilton County, Tennessee.

BY: Brenda J. Lewis
Brenda J. Lewis, Underwriting Supervisor

THIS INSTRUMENT PREPARED BY:
Robert L. Brown, Attorney
737 Market Street, Suite 400
Chattanooga, Tennessee 37402

**FIRST AMENDMENT TO RESTRICTIONS
FOR ELDERVIEW SUBDIVISION**

RE: Restrictions For Elderview Subdivision dated October 3, 1988, recorded in Book 3571, Page 850, Register's Office, Hamilton County, Tennessee.

The referenced Restrictions are amended as follows:

1. All references to "community lot" in the Restrictions and on the plat recorded in Plat Book 43, Page 119 are deleted and said parcel is classified as residential Lot 16 and subject to the referenced restrictions except as follows:
 - (a) Section (3) of the Restrictions is amended to provide that the residence on Lot 16 must contain not less than 1,000 square feet.
 - (b) Section (5) of the Restrictions is amended to provide that side and rear set back lines for Lot 16 shall be five (5) feet.
2. Section (15) is deleted and the following is substituted in lieu thereof:

"(15) The owner of Lot 16 shall be responsible for the maintenance of the pond and dam on said lot and neither the Developer nor the other lot owners shall be responsible for the maintenance of same."

Except as hereby amended, said Restrictions remain in full force and effect.

This 7th day of March, 1994.

INVESTMENT PROPERTIES COMPANY,
a Tennessee Limited Partnership
BY: LAWYERS TITLE AND ESCROW, INC.,
AS GENERAL PARTNER

BY: Robert L. Brown
Robert L. Brown, President

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned notary public of the state and county aforesaid, personally appeared Robert L. Brown with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of the Lawyers Title and Escrow, Inc., the within named bargainer, a corporation, and that he as such officer executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand at office, this 7th day of March, 1994.

My Commission expires: 7-12-95

Caren W. Bell
Notary Public (Seal)

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