

file TIC

BOOK 3620 PAGE 770

RESTRICTIVE COVENANTS
NORTH RIVER HILLS

WHEREAS, it is the plan of the Developer to devote the lots in said subdivision to restricted residential purposes; As shown by master deed recorded in Book 3611, Page 455, Hamilton County, Tennessee.

NOW, THEREFORE, in consideration of the promises, and for the protection of the present owners as well as the future purchasers 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 conditions, reservations, covenants and agreements, which will run with the land, as follows:

- (a) All of said Lots in said subdivision 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 one detached single family dwelling with attached garage and which must be for a minimum of two cars. No satellite dishes shall at any time during the period of these Restrictive Covenants be placed or permitted to remain on any lot in the subdivision. Provisions of this paragraph shall not prevent normal television antennas connected to a residential dwelling, which shall not be deemed to violate this restriction.
- (b) No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time, nor used in whole or in part for 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 building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 25 feet to any side street line, or nearer than 12 feet to any interior lot line. No structure, other than a swimming under pool, outdoor fireplace, etc., of approximate ground level construction, shall be located nearer than 25 feet to any rear lot line. For the purposes of this covenant, eaves, steps, and open porches and patios shall not be considered as a part of the building, providing, however, this shall not be construed to permit any portion of the building on the lot to encroach upon another lot.
- (d) It is provided that not more than one dwelling house 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 re-arrangement 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, subdivision regulations in effect thereon.
- (e) 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. In particular, tractor and commercial trucks shall not be frequently or habitually kept parked on a driveway, nor shall the owner of any lots in the subdivision park a tractor truck or commercial truck in the street or streets therein.
- (f) 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 (f) 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 building. 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. Prohibition against such structures, as herein set forth, includes satellite dishes.
- (g) Any residence being erected on a lot shall be completed within one (1) year from the date of the pouring of the footings for said residence. If construction does not begin within the one (1) year period, lot must be maintained in a cleared clean condition with undergrowth and brush cleared from lot.

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(h) No dwelling house shall be erected or permitted to remain in the subdivision unless it has the number of square feet of enclosed living area, exclusive of open porches or screened porches, carports, garages or basements, set forth in this paragraph. For the purpose of this paragraph, stated square footage shall mean the minimum floor area required, and floor area shall mean finished and heated living area contained within the residence, exclusive of open porches, garages, eaves and steps. In the case of houses which are known as "Split-levels" in order for a level to qualify as a main living area, it must be exposed for full height on three sides. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, our decision shall be final. The number of square feet required is as follows:

- (i) A 2-story residence with attached double garage, containing a total of 2000 square feet, of which a minimum of 1100 feet shall be on the ground floor, exclusive of attached garage.
- (ii) A 1-story residence, generally known as a rancher, with an attached double garage, a minimum of 1750 square feet; and,
- (iii) A 1-1/2 story residence with attached double garage, a total of 2050 square feet, of which a minimum of 1200 feet shall be on the ground floor, exclusive of garage.

THE DEVELOPER RESERVES UNTO HIMSELF THE RIGHT TO WAIVE ANY AND ALL VIOLATIONS OF THE FOREGOING RESTRICTIONS.

As hereinabove stated, garages must be attached, but shall not be included in the square foot area.

(i) All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots.

(j) It shall be permissible for us to rearrange boundary lines of lots, if so desired, and to combine lots or parts of lots into one building plat, provided the same does not result in an increase in the number of lots once the subdivision plat has been recorded.

(k) The exterior front and side elevations of all buildings shall be of either wood (horizontal boards, vertical board and batten, or similar), or vinyl, stone, or brick, or masonite (horizontal board, textured or grooved panels or similar). In any event, if horizontal boards are used, not over 8 inches of each board may be exposed to the weather. All retaining walls shall be of stone or brick finish. All front and side foundation elevations shall be brick or stone finish. The rear foundation elevations of corner lots shall be brick or stone finish. The rear foundation elevation of interior lots shall be brick, stone or stucco finish.

(l) FENCES: Any fence erected on any lot in the subdivision must not be located nearer to the front lot line than the line of the rear elevation of the residence, extended in a direct line to the side lines; and, as to corner lots, the same shall not be erected or maintained nearer to the side street line than the side street elevation of the residence, extended in a direct line to the rear lot line. Any fence erected on any lot must be constructed of wood.

(m) Each residence constructed upon a lot in said subdivision must be served by a driveway, paved with concrete, or approved by developer.

(n) CLEARANCE OF DEBRIS: In the construction of a residence upon a lot, the Builder shall keep all debris cleared from the street or streets bounding the lot; and, before any residence is occupied, all debris must be removed from the entire lot.

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(o) Before any construction is commenced or carried on, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to Eddie J. Daniel, and written approval thereof procured. It is stipulated that such approval shall not be unreasonably withheld. It is further provided that, in the event of the completion of any dwelling house on any lot, without any proceedings having been instituted in the courts of Hamilton County, Tennessee, to enjoin the construction thereof, the said dwelling shall be conclusively presumed to have had such approval. Upon the death of Eddie J. Daniel, Thomas R. Vandergriff or Steve Dillard shall have full right of approval. In the event of the death of all three, then the heirs or devisees of all three shall approve.

(p) 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 hereinabove described, or to roam at large on any of the streets or way in or 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 substance shall be sold within the bounds of said subdivision.

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

(r) All of said lots in the 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, Eddie J. Daniel, or his duly appointed agent, 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, as the same can easily be broken, particularly when new. Also, all owners of lots must keep the street clean and clear of concrete blocks, concrete, and building materials while residence is under construction. Any damage done to curbing by the owner of any lot, or by a contractor employed by owner in constructing a residence on any lot, shall be repaired immediately at the expense of the owner of the lot or of the contractor.

(s) There shall be no detached garages, outbuildings or servants quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus, a bathhouse 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 set forth in (n) above.

(t) That, before any dwelling on any said premises shall be occupied, a septic tank, or sewer disposal system, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed, all sewages from the premises shall be turned into such sewage disposal facility, and the same shall be continuously maintained in proper state of sanitation. The effluent from such septic tank or sewage disposal shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless first it has been passed through an absorption field approved by the public health authority.

(u) 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 Eddie J. Daniel, Thomas R. Vandergriff or Steve Dillard, their heirs or assigns, joined by the owner or owners of the lots adjoining the lot on which such violation occurs; providing, that as to a side line violation, only the joinder of the owner of the lot on that side will be necessary.

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(v) In the 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 effect in no way 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 others.

(w) No third party, other than the Developers can make use of any subdivision lot, or part thereof, to gain access to adjoining property from this subdivision.

(x) It is expressly stipulated that no boats, campers, motor homes, trailer, or similar vehicles shall be kept or maintained upon any lot in the subdivision, unless fully enclosed within the garage.

(y) No asbestos siding or permastone shall be used on any residence constructed on any of said lots.

(aa) Only the usual domestic pets may be kept and no horses, cattle, swine, goats, poultry, fowl or other similar farm animals shall be permitted on any lot.

(bb) No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, or screening acceptable to the Developers or their duly authorized representative.

(cc) Athletic equipment, such as, but not limited to, basketball backboards, shall not be in any front yard.

(dd) There shall be no vegetable gardening carried on any lot within the view from users of the public Right of Way.

(ee) All refuse shall be collected in suitable containers which shall be stored, except for days of garbage collection, in areas out of view from users of any Public Right of Way.

It is expressly stipulated that the Restrictive covenants, herein set forth apply solely to the subdivision, known as North River Hills, and not intended to apply to any other lots, tracts or parcels of land in the area, which may be owned by us, or any one of us.

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 the expiration of a period of fifty (50) years from this date. Neither the undersigned, nor the party claiming under them, shall or will convey, devise or demise any or either of said lots, or any part of same, except as being subject to the said covenants, conditions, and restrictions, 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.

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If the undersigned, or any party or parties claiming thereunder, shall violate or attempt to violate any of the covenants or restrictions herein provided within the aforesaid period of fifty (50) years from this date, it shall be lawful for the undersigned, or either of them, their successors, heirs or assigns, or any person or persons owning any lot in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions; and, either to prevent such violation, including reasonable attorney's fees and court costs, which shall constitute liquidated damages.

North River Hills Subdivision

By: [Signature]

By: [Signature]

By: [Signature]

PREPARED BY:
Eddie J. Daniel
1416 N. Wines Drive
Gaddy Daisy, TN 37379

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 25th day of May, 1989, before me personally appeared Eddie J. Daniel, Thomas M. Vandergriff, Scave E. Dillard so me known to be the person described in and, who executed the foregoing instrument, and who acknowledged the execution of same to be their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal.

[Signature]
Notary Public

my commission expires: 1/7/92



06/08/89 MISC 20.00 **20.00 8

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IDENTIFICATION
REFERENCE

JUN 8 12 44 PM '89

SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

BOOK 365 PAGE 98

7/26 TIC

AMENDMENT OF RESTRICTIONS

WHEREAS, Eddie J. Daniel, Thomas R. Vandergriff and Steve Dillard have plotted and subdivided property now known as North River Hills Subdivision, as shown by plat of record in Plat Book #6, page 26, in the Registrar's Office of Hamilton County, Tennessee, and placed thereon certain Restrictive Covenants by instrument dated May 25, 1990 and recorded June 8, 1990, in Book 362, page 779, Registrar's Office of Hamilton County, Tennessee, to which reference is made for all of their terms and provisions; and

WHEREAS, it is now the desire of the said parties to amend Paragraph (h) and Paragraph (x) of said Restrictive Covenants, of said subdivision.

NOW, THEREFORE, the aforesaid Restrictive Covenants are amended for Paragraph (h) and Paragraph (x) only as follows, but no further or otherwise:

(h) No dwelling house shall be erected or permitted to remain in the subdivision unless it has the number of square feet of enclosed living area, exclusive of open porches or screened porches, decks, garages or basements, set forth in this paragraph. For the purpose of this paragraph, stated square footage shall mean the minimum floor area required, and floor area shall mean finished and heated living area contained with the residence, exclusive of open porches, garages, eaves and steps. In the case of houses which are known as "Split-levels" in order for a level to qualify as a main living area, it must be exposed for full height on three sides. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, our decision shall be final. The number of square feet required is as follows:

(1) A 2-story residence with attached double garage, containing a total of 2000 square feet, of which a minimum of 1000 feet shall be on the ground floor, exclusive of attached garage.

(11) A 1-story residence, generally known as a rancher, with an attached double garage, a minimum of 1650 square feet; and.

(111) A 1-1/2 story residence with attached double garage, a total of 2050 square feet, of which a minimum 1100 feet shall be on the ground floor, exclusive of garage.

THE DEVELOPER RESERVES UNTO HIMSELF THE RIGHT TO WAIVE ANY AND ALL VIOLATIONS OF THE FOREGOING RESTRICTIONS.

(x) It is expressly stipulated that no boats or similar vehicles shall be kept or maintained upon any lot in the subdivision, unless fully enclosed within the garage or out of view of front line elevation.

The Restrictive Covenants, as herein amended, shall continue in full force and effect.

IN WITNESS WHEREOF, Eddie J. Daniel, Thomas R. Vandergriff and Steve E. Dillard, have caused their names to be signed on this the 21st day of March, 1991.

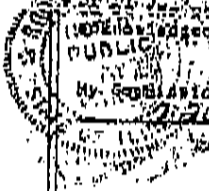
Eddie J. Daniel
THOMAS R. VANDERGRIFF
STEVE E. DILLARD

C.S. # 3941-2491-112048

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STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 28th day of March, 1991, before me personally appeared Eddie J. Smith, to me known, or proved to me on the basis of satisfactory evidence, to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



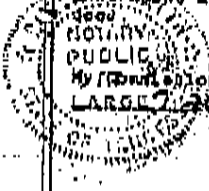
My Commission Expires: 7-20-91

Polym R. Smith
NOTARY PUBLIC

04/04/91 MISC 8.00 **8.00 P

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 28th day of March, 1991, before me personally appeared Thomas N. Vendergriff, to me known, or proved to me on the basis of satisfactory evidence, to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



My Commission Expires: LARGE 7-20-91

Polym R. Smith
NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 28th day of March, 1991, before me personally appeared Steve E. Dillard, to me known or proved to me on the basis of satisfactory evidence, to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



My Commission Expires: MAT 7-20-91

Polym R. Smith
NOTARY PUBLIC

011097

SARAH B. DEERE
SHERIFF
HAMILTON COUNTY
STATE OF TENNESSEE

PREPARED BY:
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Attorney at Law
Suite 500-5800 Building
Chattanooga, TN 37411

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BY: K. Luda
DEPUTY

RECPT # 4676-1