

RESTRICTIVE COVENANTS ON RIDGE BAY SUBDIVISION

WHEREAS, I, DONALD D. WILLIAMS, TRUSTEE, am vested with title to certain property in Hamilton County, Tennessee, being the property which has been platted and subdivided as Ridge Bay Subdivision, consisting of Lots Nos. One (1) through Eighty-one (81), both inclusive, as shown by plat of record in Plat Book 26, page 166, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is my plan to devote said lots to restrictive residential purposes.

NOW, THEREFORE, In Consideration of the premises, 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 Nos. One (1) through Eighty-one (81), inclusive, in said Ridge Bay 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 carport or garage which may also be located in the basement. If practical, the garage doors must open from the side or rear elevations of the residence.

(b) No residence shall be designed, patterned, or constructed 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;

(c) No dwelling house shall be placed on any of said lots so that any portion thereof shall be nearer than ten (10) feet to any side line or nearer than twenty-five (25) feet to any rear line.

(d) No noxious or offensive trade or activity shall be carried on 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, incomplete structure, trailer, 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 trailer type of residences, or mobile homes, shall be erected or permitted to remain on any lot except during the period of construction.

(f) Any dwelling house erected on a lot shall be completed within eight (8) months from the date of the pouring of the footings for said dwelling house.

(g) 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. In the case of houses which are known as "split-levels"

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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, the decision of Don Williams, his successors, designates, or assigns, shall be final. The number of square feet required is as follows:

- (i) A 2-story residence must contain a minimum of 2,000 square feet;
- (ii) A 1-story residence must contain a minimum of 1,400 square feet;
- (iii) A 1-1/2 story residence must contain a minimum of 1,200 square feet on the first floor;
- (iv) A split-level must contain a minimum of 1,400 square feet, not counting or including the finished basement.

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

(i) No one of said residential lots shall be resubdivided but shall remain as shown on said recorded plat; provided, however, that two or more lots may be combined as one lot, in which event, the restrictions imposed by paragraph (c) above, pertaining to side lines, shall be construed as pertaining to the outer side lines of said two or more lots as combined; and provided, further, that Donald D. Williams, Trustee, his successors, designates, or assigns, retain the right and power in their discretion to alter any boundary, lot, or division lines. No part of lot shall be used for purposes of a road right-of-way, unless done with the consent and approval of Donald D. Williams, Trustee, his successors in trust or assigns.

(j) No asbestos siding shall be used on a dwelling house on any of said lots. No stucco on foundation block will be permitted, except on the rear of foundation. Residences with all stucco exterior finished will be permitted.

(k) Before any construction is commenced or carried on, plans, specifications, and plot plan for any dwelling house to be constructed on any one of said lots shall be submitted for approval to Donald D. Williams, Trustee, his successors, designates, or assigns, or a committee appointed by him, and written approval secured, but approval shall not be unreasonably withheld. In the event any residence has been fully constructed, without any proceedings having been filed in court to enjoin such construction, it shall be conclusively presumed that said plans, specifications and plot plan have been so approved.

(l) No 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, nor shall any such animals belonging to the owners or occupants of any one of said lots be allowed to roam or run at large on the streets or alleys bounding said lots. There shall be no kennels for commercial breeding of such animals.

(m) Whether or not expressly so stated in Deed of Conveyance of any one or more of said lots, each conveyance shall be subject to Governmental zoning and subdivision regulations and ordinances in force and effect upon said property now, or as may be hereafter in force and effect thereon.

(n) 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). In the event that an owner of a lot in said subdivision fails of his own violation to maintain his lot in a neat and orderly condition, Donald D. Williams, Trustee, or his 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 owners.

(o) Any bathhouse built expressly in conjunction with a private swimming pool shall not be included under the prohibition stated in (g) above. (Thus a bathhouse will not have to be connected or attached to the dwelling; however, such a structure shall not be included within the term "living area.")

(p) 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.

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 of 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 the others.

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 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 January 1, 2000, and shall be extended automatically to apply to each and every one of said lots for three successive periods of ten years each, unless by action of a minimum of two-thirds 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. 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.

The covenants, conditions and restrictive covenants created and established herein may be waived, abandoned and terminated, modified, altered or changed as to all or any number of said lots, with the written consent of the owners of two-thirds of all of the lots in the subdivision; and, in case only a portion of said lots is intended to be affected, the written consent of the owners of two-thirds of the lots in the portion to be affected shall be secured. No waiver, abandonment, termination, modification, or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the Register's Office of Hamilton County, Tennessee.

In the event of the violation, or attempted violation, of any one or more of the foregoing Restrictive Covenants, the party or parties guilty thereof shall be subject and liable at the suit of Donald D. Williams, Trustee, his successors in trust or assigns, or by the then owner of any lot in the subdivision, to be enjoined by proper process from such violation, and shall be liable in damages which may accrue, court costs and attorneys fees incident to any such proceedings to constitute liquidated damages. There shall not be any duty, liability or obligation on Donald D. Williams, as such Trustee, to undertake the enforcement of said restrictive covenants, if he should not desire to do so.

BOOK 2203 PAGE 779

IN WITNESS WHEREOF I have hereunto set my hand, as Trustee, on this the 11th day of October, 1974.

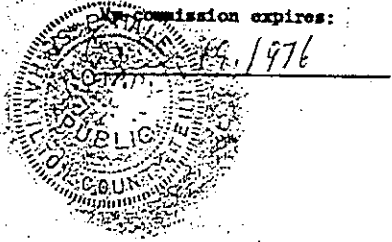
Donald D. Williams
Trustee

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the 15th day of October, 1974, before me personally appeared Donald D. Williams, to me known to be the person described in and who executed the foregoing Instrument and acknowledged that he executed the same, as Trustee, as his free act and deed.

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

[Signature]
Notary Public



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IDENTIFICATION
REFERENCE

Oct 17 9 05 AM '74

DONOTHY P. BRAMMER
REGISTER OCT 17 74
HAMILTON COUNTY
STATE OF TENNESSEE

MISC

A* 8.00 * 8.00

FILE NO. #1716-86

FILE TO
ASSOCIATES TITLE

WAIVER

WHEREAS, DONALD D. WILLIAMS, imposed certain Building setback requirements upon the subdivision plat known as RIDGE BAY SUBDIVISION, as shown by plat of record in Plat Book 26, page 166, in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, said subdivision plat imposed a thirty-five (35) foot building setback on Lot Forty-Three (43) of said Subdivision; and

WHEREAS, the owner of Lot Forty-Three (43), RIDGE BAY SUB-DIVISION, as shown by plat of record in Plat Book 26, page 166, in the Register's Office of Hamilton County, Tennessee, has requested a waiver of the above stated building setback requirement, because according to survey by David Mathews Surveying Co., David Mathews, Registered Land Surveyor, Tennessee No. 747, dated June 19, 1986, Job No. 4422-170, the house is violation of the building setback requirement; and

WHEREAS, the developer reserved unto himself, his successors and assigns, the right to waive minor violations of the subdivision plat; and

WHEREAS, the developer has determined that the variation is minor and does not materially affect the purposes sought to be attained by the subdivision plat;

NOW, THEREFORE, DONALD D. WILLIAMS, having determined that the variation hereinabove set forth is not objectionable to the purposes sought to be attained by the subdivision plat, does hereby covenant and agree that the construction of the dwelling as hereinabove set forth by the present owners or any subsequent owner or owners of said lot is not objectionable, is hereby consented to, and I, for myself, my successors and assigns, hereby waive and release any cause of action or injunction by reason thereof.

WITNESS my hand this 7th day of July, 1986.


DONALD D. WILLIAMS

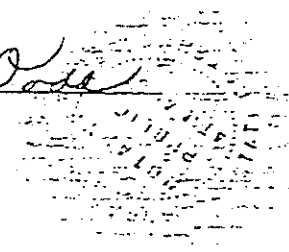
STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 18 day of July, 1986, before me personally appeared DONALD D. WILLIAMS, to me known (or proved to me on the basis of satisfactory evidence) 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.

WITNESS my hand and Notarial Seal.

Barbara Dobb
Notary Public

My Commission Expires: 11-27-88



PREPARED BY
GLENN T. McCOY, JR.
ATTORNEY AT LAW
308 Walnut Street
Chattanooga, TN 37402

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IDENTIFICATION
REFERENCE

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6.00

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DOROTHY P. BRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE