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BOOK 2300 PAGE 221

RESTRICTIVE COVENANTS - GRANT'S ADDITION TO
ROLLING RIDGE SUBDIVISION - UNIT ONE

WHEREAS, I, Charles E. Grant, Trustee, declaring that I am not the sole beneficiary under the trust, and exercising the power and authority vested in me, and the owner in fee simple of all the lots in Grant's Addition to Rolling Ridge Subdivision, Unit One (1), as shown by plat of record in Plat Book 29, page 260, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is my intent, purpose and desire to insure the proper development of the said Grant's Addition to Rolling Ridge Subdivision, Unit One (1), and for such purpose I do hereby impose upon the said subdivision, and each and every lot therein, the Restrictive Covenants hereinafter set forth, which shall be a part of the consideration for the conveyance of each and every lot out of said subdivision, shall run with, and become and be appurtenant to the land, the same being for the use and benefit of the present and future owners thereof, and to be effective whether or not mentioned in subsequent conveyances.

These Restrictive Covenants are in addition to any municipal and governmental requirements which now or may in the future affect said lots; and, if any one or more of these Restrictive Covenants should be in conflict with any of the provisions of such governmental regulations or amendments, they shall be deemed as overruled thereby, inferior thereto, and inapplicable to the extent of said conflict, but such overruling of one or more of the following provisions either in whole or in part shall not invalidate any of the remaining provisions or parts hereof. If any of the Restrictive Covenants herein set forth shall be held invalid by any court of competent jurisdiction, the remainder of the provisions of this instrument, and the application to purposes or circumstances other than to which the same may be held invalid, shall not be affected thereby.

1. **LAND USE AND BUILDING TYPE.** No lots or parcel of land shall be used except for residential purposes. No building shall be erected, altered or 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, which must include a garage which may be attached to the main dwelling, or beneath the same. There will also be permitted on such lots outdoor recreation facilities, such as swimming pools, barbeque pits, etc.

2. **DWELLING SIZE.** For the purposes of this paragraph, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, eaves and steps. The following floor areas are required: if the residence is one story, 1,450 square feet; if split foyer with an unfinished lower level, 1,440 square feet; if split foyer with a finished lower level, 1,750 square feet total with 1,350 square feet on the upper level; if two story, 1,000 square feet on the ground floor level and 800 square feet on the second floor.

3. **BUILDING LOCATION.** No building shall be located on any lot nearer than 35 feet to the front lot line or to any side street line, or nearer than 10 feet to any interior lot line. No structure, other than a swimming 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 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 (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). It is stipulated that no fence of any kind or character shall be located except to the rear of the rear line of the dwelling.

DRAFTED BY
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722 CHERRY STREET
MEMPHIS, TENN. 38104

4. **LOT AREA AND WIDTH.** 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 rearrangement of boundary lines of subdivision lots shall not reduce the basic width and size of the original lots as platted, and that the same shall conform to zoning laws, subdivision regulations in effect thereon.
5. **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. In particular, tractor trucks shall not be frequently or habitually kept parked on a driveway, nor shall the owner of any lot in the subdivision park a tractor truck in the street or streets therein.
6. **TEMPORARY STRUCTURES.** No structure in the nature of a trailer, mobile home or similar type of structure shall be placed or permitted to remain on the premises, or used for residential purposes, if either temporarily or permanently.
7. **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 they are not kept, bred or maintained for any commercial purpose.
8. **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 a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clear and sanitary condition.
9. **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.
10. **EXTERIOR FINISH.** The exterior front and side elevations of all buildings shall be of either wood (horizontal boards, vertical board and batten, or similar), or aluminum, or stone, or brick, or masonite (6 inch horizontal, textured or grooved panels, or similar). Twelve inch, or larger, plain lap masonite siding shall be permitted only in gables and on rear elevations. All retaining walls shall be of stone, brick or stucco.
11. **TREE REMOVAL.** The majority of the trees may not be removed from any lot except in the area of the lot upon which the house and driveway are to be constructed. Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the subdivision.
12. **TERM.** These covenants are to run with the land and shall be binding on all parties hereto, and all persons claiming under them, for a period of 30 years from the date hereof.
13. **ENFORCEMENT.** 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 Charles E. Grant, Trustee, or by my successors in trust or assigns, to be enjoined by proper process from such violation, and shall be further liable for such damages as may accrue, it being stipulated that court costs and reasonable attorney's fees incident to any such proceedings shall constitute liquidated damages. We reserve the

right and privilege of waiving violations of the Restrictive Covenants when the same do not, in our opinion, materially affect the purposes sought to be attained by these Restrictive Covenants, and providing that if such variance or violation should be in violation of any zoning applicable thereto, variance for such violation must also be procured.

14. 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.

NOW, THEREFORE, IN CONSIDERATION of the benefit to the said subdivision, I, Charles E. Grant, Trustee, have hereunto set my hand, on this the 26th day of February, 1976.

Charles E. Grant
Charles E. Grant, Trustee

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 27th day of FEBRUARY, 1976, before me personally appeared Charles E. Grant, to me known 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, as Trustee.

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



My Commission expires:

DEC 19, 1976

A. M. Hale
NOTARY PUBLIC

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IDENTIFICATION
REFERENCE

FEB 27 12 17 PM '76

DOROTHY P. BRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

FEB 27 MISC

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