

Statement of Restrictive Covenants

In consideration of the premises:

We, Wellington Ford and wife, Elizabeth T. Ford, for ourselves, our heirs and assigns, do hereby impose upon all of the land acquired by us by virtue of deeds the Register's Office of Hamilton County, Tennessee, all of the terms and provisions of this document.

We, Wellington Ford and wife, Elizabeth Ford do hereby specifically reserve unto ourselves, our heirs and assigns, the right, power and authority to, from time to time, subdivide said land, or any part thereof, into various lots, provided that the methodology used in subdividing and creating any and all such lots shall be in strict conformity with the then existing laws, ordinances, statutes, rules and regulations of the Chattanooga-Hamilton County Regional Planning Commission and/or other governmental entity having lawful jurisdiction. Each of such lots so created shall be subject to each and every one of the terms and provisions of this document.

It is also stipulated that the conveyance by us of any such lot shall not be construed to grant or convey to the party acquiring any such lot the right, power or authority to further subdivide any such lot so acquired into additional lots. However, we, Wellington Ford and wife, Elizabeth Ford do hereby specifically reserve unto ourselves, our heirs and assigns, the exclusive (i.e., without the consent of any other party or parties whose property is, or may be, otherwise subject to the terms and provisions of this document) right, power and authority to, from time to time, as we convey such lots to other parties, or subsequent to our conveyance of such lots, provided that the methodology used in subdividing and creating any and all such lots shall be in strict conformity with the then existing laws, ordinances, statutes, rules and regulations of the Chattanooga-Hamilton County Regional Planning Commission and/or other governmental entity having lawful jurisdiction. Each of such lots so created shall be subject to each and every one of the terms and provisions of this document.

Accordingly, the terms and provisions of this document hereby imposed upon said land shall read and be as follows:

A. Each lot shall be used for private residential purposes only, and no building of any kind shall be erected or maintained on a lot except the following:

- (1) A private dwelling house designed and used for occupancy by a single family.
- (2) A private garage for the sole use of the owner(s) of the private dwelling house located upon the lot, which may contain living quarters for one or more employees of such owner(s).
- (3) Buildings, including the garage described above, for the storage of non-commercial vehicles, equipment and tools used in the maintenance of the lot upon which erected, a private greenhouse, spring or pump house, garden shelters and bath houses accessory to swimming pools.
- (4) A guesthouse, not customarily occupied by anyone as permanent living quarters.
- (5) A building or buildings to shelter horses or domestic pets kept for the pleasure of the owner(s) of the land.

B. The main dwelling must be constructed before the erection of any secondary building, except that the aforesaid guesthouse may be constructed for use of the owner(s) of the lot before the main dwelling is constructed. No structure of a temporary character, trailer, tent, shack, or mobile home, shall be installed, erected or used on a lot at any time, except that it shall be permissible for the owner(s) (or his employee) of a lot to occupy such a structure during that period of time when the main residence is actually under construction. No incomplete portion of a house, and no garage or other secondary building shall be used temporarily or permanently as a residence, except that the aforesaid guesthouse may be used as a temporary residence.

C. No residence shall be located on any one of said lots nearer to the front line or nearer to any side street line than 50 feet, nor nearer than 25 feet to any side lot line, nor nearer than 25 feet to the rear boundary 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. Any residence being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence.

F. No dwelling shall be erected or permitted to remain on any one of said lots of less enclosed main living area of the main structure, exclusive of open porches, carports or garages, than two thousand eight hundred (2,800) square feet; provided, the main living area or quarters may be included in what is known as split-level houses (any level to qualify as main living area shall be exposed for its full height on three (3) of its sides); in the event of a two (2) story house at least one thousand four hundred (1,400) square feet of same shall be on the ground or main floor level.

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

H. No asbestos siding or permastone shall be used on a dwelling house on any of said lots. If concrete blocks are used in the construction of a dwelling on the front and/or sides thereof, they must be covered with masonry; if concrete blocks are used in the construction of a dwelling on the rear portion thereof, they may of course, be covered with masonry; but if they are not covered with masonry, then they must be covered with stucco.

I. 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 Wellington Ford and wife, Elizabeth Ford, and a written approval thereof procured. It is further 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.

- J. 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 at the time.
- K. All of said lots must, from the date of purchase, be maintained by the owner thereof in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and other debris being removed when needed).
- L. That, before any dwelling on a lot shall be occupied, a septic tank, or a sewage disposal system, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed, all sewage 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 system 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.
- M. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) 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.
- N. No lot or part of lot or any portion of the aforesaid property acquired by Wellington Ford and wife, Elizabeth Ford, shall be used as a right-of-way leading from any existing public street to another adjacent tract or to any portion of the aforesaid property acquired by Wellington Ford and wife, Elizabeth Ford, without the written consent of Wellington Ford and wife, Elizabeth Ford, who hereby specifically reserve unto themselves, their heirs and assigns, the exclusive (i.e., without the consent of any other party or parties whose property is, or may be, otherwise subject to the terms and provisions of this document) right, power and authority to consent to a lot, or portion thereof, or any portion of the aforesaid property acquired by Wellington Ford and wife, Elizabeth Ford, being used, from time to time, as a right-of-way leading from any street to another adjacent tract, or to any portion of the aforesaid property acquired by Wellington Ford and wife, Elizabeth Ford, whether such right-of-way so consented to be private or public.
- O. Any barn or stable constructed for the housing of horses or domestic pets kept for the pleasure of the occupants are to be of wooden, brick or stone construction. No concrete blocks are to be used in exterior construction above the foundation unless covered by wood, stone or brick.
- P. Before any construction of a barn or stable is commenced or carried on, plans and specifications (including location) for any such barn or stable to be constructed on any one of said lots shall be submitted for approval to Wellington Ford and wife, Elizabeth Ford, and a written approval thereof procured. It is further stipulated that such approval shall not be unreasonably withheld. It is further provided that, in the event of the completion of any barn or stable on any lot, without any proceedings having been instituted in the Courts of Hamilton County, Tennessee, to enjoin the construction thereof, the said barn or stable shall be conclusively presumed to have had such approval.

Q. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a residential dwelling, within a screened area or buried underground.

R. Wellington Ford and wife, Elizabeth Ford, reserve unto themselves, their heirs and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public conveniences or utilities on, in or over those portions of each lot within ten (10) feet of each side lot line and fifteen (15) feet of each rear lot line for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of a lot as may (1) have been used prior to the installation of such utilities for construction of a building, plans for which are approved pursuant to the provisions hereof by Wellington Ford and wife, Elizabeth Ford, or (2) have been designated as the site for construction of a building on a plot plan which has been approved in writing by Wellington Ford and wife, Elizabeth Ford in the manner herein provided for. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

S. Swimming pools may be erected and installed on the lots provided; (1) approval is obtained by Wellington Ford and wife, Elizabeth Ford, in the manner herein otherwise provided for the approval of plans and specifications of proposed dwelling units, and (2) no part thereof shall be erected or maintained in front of the rear line or elevation of dwelling unless approved by Wellington Ford and wife, Elizabeth Ford, and applicable governmental authorities, if required.

T. Before any construction of a fence is commenced or carried on, plans and specifications therefore shall be submitted for approval to Wellington Ford and wife, Elizabeth Ford, and a written approval thereof procured. It is further stipulated that such approval shall not be unreasonably withheld. It is further provided that, in the event of the completion, for a period of not less than ninety (90) days, of and fence on any lot, without any proceedings having been instituted in the courts of Hamilton County, Tennessee, to enjoin the construction thereof, the said fence shall be conclusively presumed to have had such approval.

In the event of the violation, or attempted violation, of any one or more of the terms and provisions of this document, all of which shall attach to and run with the aforesaid land and each and every lot created there from, and all title to and estates therein shall be subject thereto, and the same shall be binding upon and in favor of each and every owner of any part thereof until the _____ day of _____, _____, the same to be extended automatically for successive periods of ten (10) years unless cancelled or modified by document properly executed by all owners of all portions of said land, notarized and recorded in the Register's Office of Hamilton County, Tennessee then Wellington Ford and wife, Elizabeth Ford, their heirs and assigns, including all parties hereafter becoming owners of any one or more of said lots to which the terms and provisions of this document apply, may bring an action or actions, against the owner

seeking to enjoin such violation or attempted violation, and the owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorneys' fees incident to any such proceeding which costs and fees shall constitute liquidated damages. Wellington Ford and wife, Elizabeth ford, hereby reserve unto themselves, their heirs and assigns the exclusive (i.e., without the consent of any other party or parties whose property is, or may be, otherwise subject to the terms and provisions of this document) right, power and authority to : (1) waive a side or front set-back line violation which may, in their sole discretion, be minor in character, said waiver to be executed, notarized and recorded in the Register's Office of Hamilton County Tennessee, and (2) grant variances as to the enclosed dwelling area requirement of a dwelling unit or other restrictions set forth in this document, if such variances do not, in their sole discretion, adversely affect the purposes sought to be attained hereby. By virtue of the fact that the right of enforcement of the terms and provisions of this document are, and have been, hereby given unto subsequent owners of the lots created from said lands (subject to the rights powers and authorities heretofore specifically reserved by Wellington Ford and wife, Elizabeth Ford,) it shall not be incumbent upon Wellington For and wife, Elizabeth Ford, to enforce the terms and provisions of this document or to prosecute any violation thereof, should they choose not to so do.

In Witness Whereof we, Wellington Ford and wife, Elizabeth Ford, have hereunto set our hands, on this the 10th day of September, 1985.

Wellington Ford

Elizabeth Ford

State of Tennessee
County of Hamilton County

On this _____ day of _____, _____, before me personally appeared Wellington Ford and wife, Elizabeth Ford, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as heir free act and deed.

In Witness Whereof have hereunto set my hand and Notary Seal.

Notary Public

My commission expires:
