

For Stewart Heights

Sub- 1904

### RESERVATIONS AND RESTRICTIVE COVENANTS

WE CERTIFY that in Deed from Chattanooga Estates Co. to Baynard R. Smith and wife, dated June 30, 1950, filed for record November 26, 1951 and recorded in Book 1067, page 305, in the Register's Office of Hamilton County, Tennessee, the following Reservations and Restrictive Covenants are set forth, said Deed conveying Lots 27 and 28, Stuart Heights, to wit:-

And the further considerations of the reservation in and to the grantor of the fee in and to the streets, alleys and highways bounding the property herein conveyed and of the right to change the present grade and fix and establish the permanent grade thereof, or to have the same done by the constituted public authorities, together with the reservation in and to the grantor, its successors or assigns, of the right, itself, its successors or assigns, or by others to lay, construct and operate sewers, water mains, telephone and telegraph lines and street railway lines on said streets, alleys and highways.

The following are additional considerations for this conveyance:

- (1) That, within a period of fifty (50) years from this date no structure or building shall be erected, altered, placed or permitted to remain on either lot other than one detached single family dwelling, not to exceed two stories in height;
- (2) That, within said period of fifty (50) years the dwelling on either of said lots shall front Ozark Circle bounding same on the South, the front line of such dwelling or porch thereof, shall not be less than thirty-five (35) feet from the North line of said street, and shall not be less than fifteen (15) feet from the side lines thereof, and said dwelling, if of wood, shall be neatly painted or stained; providing nothing herein shall prevent grantees from combining said two lots in to one, in which event the said side line restrictions shall apply only to the outside boundary lines;
- (3) That, within said period of fifty (50) years no residence or dwelling costing less or of less value than Ten Thousand (\$10,000.00) Dollars, and of an interior ground floor area, exclusive of porches, breezeway, garage, or basement, of less than twelve hundred (1200) square feet, shall be erected and maintained on either of said lots; not more than one dwelling house shall be placed on either of said lots; said dwelling shall be constructed in accordance with plans and specifications approved in advance, but without charge, by said Chattanooga Estates Company, or its successors and shall be of standards and requirements equal to or above those of the Federal Housing Administration;
- (4) That, no part of either lot shall be used for residential purposes, nor shall any outbuilding be constructed, until a dwelling house conforming fully to the provisions of this Instrument shall have been erected thereon and fully completed in accordance with said plans and specifications;
- (5) No trailer, basement, tent, shack, incompleated structure, garage, or other outbuilding erected on either lot shall at any time be used as a residence, temporarily or permanently nor shall any structure of a temporary or partially completed character be used as a residence, or maintained on either lot;
- (6) In connection with construction of a driveway, grantees will lay adequate drainage tile, not less than twelve (12) inches in diameter, in the drainage ditch to the North of Ozark Circle, and said driveway shall be on the level with the shoulder of the street until the property line is reached and shall be laid in such a way as to meet the approval of the County Engineer;
- (7) That, within said period, no fence, wall, or other structure in the nature of a fence shall be erected or maintained on the South one hundred (100) feet of either lot herein conveyed without the written consent of grantor, or its successors, duly recorded in the Office of the Register of said County; but this paragraph shall not apply to a necessary retaining wall;

1904 - Feb

Hamilton County

RESERVATIONS AND RESTRICTIVE COVENANTS

WHEREAS, that in deed from Chattanooga States Co. to Bayard R. Smith and wife, dated June 30, 1920, filed for record November 20, 1921 and recorded in Book 1007, page 302, in the Register's Office of Hamilton County, Tennessee, the following reservations and restrictive covenants are set forth, and said conveying Lots 27 and 28, Street Heights, Town:

And the further considerations of the reservation in and to the transfer of the fee in and to the streets, alleys and easements containing the property conveyed and of the right to change the present grade and fix and establish the permanent grade thereof, or to have the same done by the constituted public authorities, together with the reservation in and to the grantor, its successors or assigns, of the right, itself, its successors or assigns, or by others to lay, construct and operate water mains, telephone and telegraph lines and street railway lines on said streets, alleys and highways.

The following are additional considerations for this conveyance:

(1) That, within a period of fifty (50) years from this date no structure or building shall be erected, altered or permitted to remain on either lot other than one attached single family dwelling, not to exceed two stories in height;

(2) That, within said period of fifty (50) years the dwelling on either of said lots shall front Oak Circle bounding same on the south, the front line of such dwelling or porch thereof, shall not be less than thirty-five (35) feet from the North line of said street, and shall not be less than fifteen (15) feet from the side lines thereof, and said dwelling, if of wood, shall be neatly painted or stained; providing nothing herein shall prevent grantee from subdividing said lots in to one, in which event the said side line restrictions shall apply only to the outside boundary lines;

(3) That, within a period of fifty (50) years no residence or dwelling costing less or of less value than the lot on which the same is located, exclusive of porch, driveway, garage, or basement, of less than two hundred (200) square feet, shall be erected and maintained on either of said lots; not more than one dwelling house shall be placed on either of said lots; said dwelling shall be constructed in accordance with plans and specifications approved in advance, and without charge, by said Chattanooga States Company, or its successors and shall be of standards and requirements equal to or above those of the Federal Housing Administration;

(4) That, no part of either lot shall be used for residential purposes, nor shall any building be constructed, until a dwelling house conforming fully to the provisions of this instrument shall have been erected thereon and fully completed in accordance with said plans and specifications;

(5) No trailer, basement, tent, shack, incomplete structure, garage, or other building erected on either lot shall at any time be used as a residence, temporarily or permanently nor shall any structure of a temporary or partially completed character be used as a residence, or maintained on either lot;

(6) In connection with construction of a driveway, grantee will lay adequate drainage ditches, not less than twelve (12) inches in diameter, in the drainage ditch to the North of Oak Circle, and said driveway shall be on the level with the street until the property line is reached and shall be laid in such a way as to prevent the street from being damaged;

(7) That, within said period, no fence, wall, or other structure in the nature of a fence shall be erected or maintained on the South one hundred (100) feet of either lot herein conveyed without the written consent of grantor, or its successors, duly recorded in the Office of the Register of said County; but this paragraph shall not apply to a necessary retaining wall;

(8) That, no fowls, or horses, mules, burros, cattle or other like animals, shall be allowed to run at large and unconfined upon any portion of said premises and none of such animals or fowls, belonging to the owner or occupants of said premises, shall be allowed to roam or run at large on the streets or alleys bounding said premises;

(9) That, no sheep, goats or swine shall be kept or allowed to remain upon any portion of said premises, neither shall any sheep, goats or swine, belonging to the owners or occupants thereof, be allowed to roam or run at large on the streets or alleys bounding said premises;

(10) That, before any dwelling on said premises shall be occupied, a septic tank, approved either by the grantor or by the constituted public authorities for sewerage disposal shall be installed, all sewage from the premises shall be turned into such tank, and the same shall be continuously maintained in proper state of sanitation; provided that, upon an approved system of sewers being installed for the use of the community on which said premises are located and upon proper connection of said premises therewith, said septic tank may be abandoned.

Should any one or more of the foregoing stipulations numbered "(1)" to "(10)" inclusive, be violated at any time by the grantees, their heirs or assigns, or anyone deriving title or rights from or through them, then they or either of them shall be subject and liable at the suit of the grantor, its successors, or any assign or by the then constituted public authorities, to be enjoined by proper process from violating this contract, and shall be liable for costs and reasonable attorney's fees incident to such injunction proceedings, which costs and attorney's fees are agreed upon as liquidated damages, and shall also be liable to such other and additional damages as may accrue.

The grantees herein for themselves, their heirs and assigns, and all persons holding under or through them, accept this Deed subject to said conditions and reservations and agree thereto.

The entire contract between the parties is stated in this Deed, and the question of further development, either of the property herein conveyed, or the properties of the grantor company or of other public improvements, is no part of the consideration to all of which the purchasers agree.

MILLIGAN-REYNOLDS GUARANTY TITLE AGENCY, INC.

By

  
Secretary