

FILE 1st Choice

This instrument was prepared by:
Lynn Perry, Attorney
9408 Apison Pike, Suite 182
Ooltewah, TN 37363



Book/Page: **GI 10527 / 333**

Instrument: 2015072800233

5 Page RESTRICTIONS

Recorded by DLS on 7/28/2015 at 3:15 PM

MISC RECORDING FEE 25.00

DATA PROCESSING FEE 2.00

TOTAL FEES \$27.00

State of Tennessee Hamilton County
Register of Deeds **PAM HURST**

**RESTRICTIVE COVENANTS
THE VIEW AT WHITE OAK**

WHEREAS, FINE HOMES, INC., a Tennessee Corporation, is the owner of property in the Second Civil District of Hamilton County, Tennessee, known as The View at White Oak, Phase 1, Lots 1 through 29, and

WHEREAS, it is our intent, purpose, and desire to insure that the various lots in said subdivision are developed into a residential section, and for such purposes, there are imposed on the various lots, unless specified otherwise, the RESTRICTIVE AND COVENANTS AND CONDITIONS hereinafter set forth, which shall be deemed to be a part of the consideration for the conveying of said lots, and said RESTRICTIVE COVENANTS AND CONDITIONS shall run with the land, the same being for the use, protection, and benefit of the present and future owners of lots in said subdivision, and are to be effective, whether or not they are set forth specifically in subsequent conveyances.

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These restrictive covenants and conditions are in addition to any municipal or governmental regulations or ordinances, which are now, or may be at some future time, in effect and applicable thereto; and, if any one or more of these restrictive covenants and conditions shall be deemed to be 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 thereof. If any of the restrictive covenants and conditions 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 of circumstances other than to which the same may be held invalid, shall not be affected thereby.

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(1) LAND USE AND BUILDING TYPE: All lots shall be used for RESIDENTIAL PURPOSES ONLY. No building shall be erected, altered, 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, and which must include a garage for minimum of two cars, either attached to the main dwelling or beneath the same. No outbuildings are permitted, unless they are of the same material and color of the main dwelling. All driveways must be concrete. All mailboxes are to be the same.

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(2) **DWELLING SIZE:** The main dwelling structure must have a minimum of 1800 square feet, exclusive of porches and garages, on the basic ground level. With the exception hereinafter made for two-story dwellings. If it expressly stipulated that no area below the ground floor level, nor any area above the ground floor level, shall be included in calculating the minimum square footage. As to two-story dwellings, a total minimum living area for the first floor shall be 1200 square feet, excluding a basement, and with the realization that on the first floor area there will be an area for a garage that is not included in calculating the living area.

(3) **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line that 30 feet, nor nearer than 10 feet to any interior lot line, and not nearer than 30 feet to any side street line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building, providing, however, that 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 ERECTED SO THAT IT DOES NOT CONFORM TO THE APPLICABLE ZONING LAWS AND REGULATIONS. It is stipulated that no fence of any kind or character shall be located except to the rear of the line of the dwelling; further, as to corner lots, no fence shall be erected nearer than 30 feet from the side street line, such fence shall not be nearer to the side line than the line of the dwelling.

(4) **LOT AREA AND WIDTH:** It is provided that no more than one dwelling house shall be erected or maintained on any one lot; providing, however, that this will not prevent the use of a one or more lots or parts of lots as a single building lot, providing that the division or rearrangement of boundary lines of the subdivision shall not increase the number of lots originally platted.

(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 or any other vehicle in the street or streets herein. Further, trucks larger that pick-ups, motor homes, campers and boats must be parked to the rear of the residence in a location so that they cannot be seen from the street on which the residence fronts and from side streets in the case of corner lots. Any inoperable vehicle must be parked in the garage.

(6) **TEMPORARY STRUCTURES:** 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 being to prevent the use thereon of a garage, incomplete structure, motor home, trailer, barn, tent, or 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.

- (7) **CONSTRUCTION PERIOD:** Any residence being erected on a lot shall be completed within 12 months from the date the lot is cleared and/or prepared for commencement of construction.
- (8) **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 that they are not kept, bred, or maintained for any commercial purpose.
- (9) **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 clean and sanitary condition.
- (10) **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot, unless such a system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of local public health authorities. Approval of such systems will be obtained from said local health authorities.
- (11) **FOUNDATION VENEERS:** No exposed concrete block may be used on the exterior of a dwelling. Front and both sides of the foundation of a building must be covered with brick, natural or manmade stone, or hardi. The rear can be stucco.
- (12) **PORCHES AND STEPS:** All front porches must be masonry construction with all elevations of same covered with brick or natural stone. The steps of all porches on the front of the house must be brick, natural stone, or concrete.
- (13) **ROOF:** The roof of the dwelling and attached garage must be a minimum pitch of 6/12, but this requirement will not apply to porches.
- (14) **PROPANE TANKS:** All propane tanks must be underground.
- (15) **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.
- (16) **PLAN APPROVAL:** 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 Bill Fine, as President of Fine Homes, Inc., and written approval thereof procured.
- (17) **PROPERTY MAINTENANCE:** All sod on front and sides must be fescue only. All buildings and improvements to the lots in said subdivision must, from their completion, be maintained by the owner in a neat, well-repaired and well-maintained

condition. 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). 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, the developer, or their 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 block – concrete, and building materials while residence is under construction.

(18) TREE REMOVAL: Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the subdivision. However, when the builder deems it advisable, more than the majority of such trees may be removed provided that at least 2 hardwood trees, 6 feet or greater in height remain or are planted in the front yard area of the residence.

(19) SIGNS: No sign or character shall be displayed or placed upon any part of the property except those advertising the property for sale and those used by a builder to advertise the property during the construction and sales period, said signs referring only to the premises on which displayed. No such sign shall exceed 9 square feet in size nor have an overall height exceeding 4 feet above ground level.

(20) SATELLITE DISHES: Satellite receivers or dishes must be located so that they are not visible from the street on which the dwelling fronts and from side streets in the case of a corner lot.

(21) TERMS OF COVENANTS: These covenants run with the land and are binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive 10 year periods, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

(22) ENFORCEMENT: In the event of violation or attempted violation of any one or more of the foregoing Restrictive Covenants and Conditions, the party or parties guilty thereof shall be subject to and liable at the suit of Fine Homes, Inc., its successors 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 fees incident to any such proceedings shall constitute liquidated damages. We reserve the right and the privilege of waiving minor violations of these Restrictive Covenants and Conditions 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 is a violation of any zoning ordinance, variance for such zoning violation must also be procured.

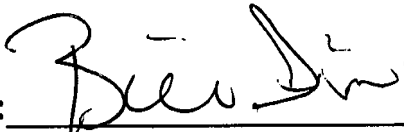
(23) **SEVERABILITY:** The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

(24) **APPLICABILITY TO OTHER LANDS:** It is expressly stipulated that these Restrictive Covenants and Conditions are applicable only to the land referenced above, and they do not apply to any other property in the vicinity owned by Fine Homes, Inc.

(25) **PROPERTY OWNERS ASSOCIATION:** The developer intends for there to be established a Property Owners Association. The Association will be responsible for the maintenance of any community lots and streetlights of the community upon the establishment of the Association or at the time 50% of the lots are sold in the development, whichever occurs first.

WITNESS our hands on this the 17th day of July, 2015.


FINE HOMES, INC.

By: 
Bill Fine, President

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public in and for said State and County, personally appeared **BILL FINE**, who is personally known to me (or proved to me by satisfactory evidence) to be the **PRESIDENT** of **FINE HOMES, INC., A TENNESSEE CORPORATION**, the within named bargainor, a corporation, and that he, as such **PRESIDENT**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as said **PRESIDENT**.

WITNESS, my hand and seal of office this 17th day of July, 2015.


Notary Public

My commission expires: 2-25-18

