



Restrictions

restrictions, and agreement which will run with the land, namely;

- (a) Each lot shall be known and described as a residential lot, and no structure shall be erected on said residential building lot other than a one detached single-dwelling not to exceed two story, in height and one or two-car garage; and said garage must be built of equal or better materials than the dwelling placed on said lot.
- (b) No building shall be erected on said residential building lot nearer than 35 feet to the street on which it faces, nor shall any dwelling line be erected nearer than 10 feet to any side line of said lot.
- (c) No noxious or offensive trade 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.
- (d) No structure shall be moved onto said lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.
- (e) No building shall be erected on said lot until the design and location thereof have been approved in writing by a committee appointed by the subdivider or erected by a majority of the owners of lots in said subdivision. However, in the event that such committee is not in existence or fails to disapprove such design or location within 15 days then such approval will not be required, provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case, either with or without the approval of the committee, no dwelling costing less or of less value than \$15,000.00 shall be permitted, and the ground floor square feet area thereon shall not be less than 1000 square feet exclusive of garage and porches. The committee shall consist entirely of C.A. Drake, C.A. Drake, Jr., Eugene Drake, and William Haft, either one or all four, for approval of such plans and specifications.
- (f) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
- (g) A perpetual easement is reserved over the real 2 1/2 feet of said lot for utility installation and maintenance.
- (h) Each lot when built shall be provided with septic tanks meeting the requirements of the State Board of Health, and are to be connected to the interceptor sewer system when provided.
- (i) Each lot shall be served with municipal water and electricity.
- (j) These covenants and restrictions are to run with the land, and shall be binding on all the parties and persons claiming under them, until August 1st, 1977, at which time said covenants and restrictions shall terminate; however, these covenants and restrictions herein contained, or any portion thereof, may be extended for additional periods of time by a majority of the owners of property in the subdivision hereinafter affected.
- (k) Invalidation of any one of these covenants by judgment or court orders, shall in no wise affect any of the other provisions which shall remain in full force and effect. Should either one of the above stipulations be violated anytime by the Grantees and their heirs and 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 Grantors, their successors or assigns, or by the then constituted public authorities, to be enjoined by proper process from violating this contract, and shall be liable for cost and reasonable attorneys' fees incident to such injunction proceedings, which costs and attorneys' fees are agreed upon as liquidated damages, and shall be liable for such other and additional damages as may accrue.

WITNESS my hand this 5th day of August, 1952.

C.A. Drake



Witness my hand at office in Chattanooga, Tenn.

*W. Stewart* Register  
Dept Reg

XX  
Tax \$1.05 Fee 50¢ Total \$1.55 Paid Sep 15, 1952  
Jack Hixson County Court Clerk  
LIEN DEED WITH WIFE

In consideration of \$690.00 paid and to be paid as follows: Ten dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged and the execution of one installment note of the grantees herein of even date herewith, in the sum of \$680.00, payable at the rate of \$20.00 per month, beginning June 15, 1950 and \$20.00 the fifteenth day of each month thereafter until said sum of \$680.00 is paid in full, without interest until after maturity, the payment of which is secured by a Vendor's Lien and Deed of Trust which is hereby retained on the real estate hereinafter described; We, N. L. Byrd and wife, Pearl Byrd, do hereby sell, transfer and convey unto Hyla Marie Bice and husband, Troy Sanford Bice, the following described real estate located in the 3rd Civil District of Hamilton County, Tennessee to wit:

TRACT ONE: Beginning on the North side of the James U. Walker line and running Eastwardly 110 feet to a stone; Southwardly 103 feet to Mary Payne's corner; thence Westwardly 125 feet to a stone; thence northwardly 118 feet to the beginning corner, containing one-half acre, more or less.

TRACT TWO: Beginning on a stake in the Lesley & Brown line, running north to the Franklin and Sullivan line; thence West with the Franklin and Brown line to Daughtrey line; thence South with Daughtrey line to Payne's corner; thence East to the beginning, containing one half acre, more or less.

This being the same property transferred to grantors herein by deed dated the 20 day of May 1950 by James A. Byrd and wife, Charlie Hollis Byrd.

To have and to hold the same to the said Hyla Marie Bice and husband Troy Sanford Bice, their heirs and assigns forever in fee simple. We covenant that we are lawfully seized and possessed of the said real estate, have a good right to convey it and that the same is free and unincumbered and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.  
Witness our hands this 20th day of May 1950

N. L. Byrd  
(N. L. Byrd)

Pearl Byrd  
(Pearl Byrd)

State of Tennessee

County of Rhea Before me R. W. Kemmer, a Notary Public in and for the County and State aforesaid, personally appeared N. L. Byrd and wife, Pearl Byrd, the within named bargainers with whom I am personally acquainted, and who acknowledged that they executed <sup>within instrument</sup> for the purposes therein contained.

In Testimony Whereof, I have hereunto set my hand and Notarial seal at office in Spring City, Tennessee this 20 day of May 1950.

XX  
R. W. Kemmer, Notary Public  
Rhea County Tenn

R. W. Kemmer,  
Notary Public

XX  
My commission expires the 5 day of Oct 1953  
Internal revenue stamp \$1.10 attached and canceled

State of Tennessee

Hamilton County The above Instrument and certificate were filed Sep 15 1952 at 11:32 A.M. entered in Note Book No 45 Page 85 and recorded in Book 1091 Page 258  
Witness my hand at office in Chattanooga, Tenn.

*W. Stewart* Register  
Dept Reg

XX  
MODIFICATION OF RESTRICTIONS

Whereas, the undersigned C. A. Drake, being the owner of all the lots of the "Town and Country Estate" (said title being vested in C. A. Drake, Jr. and Eugene Drake, Trustees) and;

RECORD BOOK 1091



Whereas, the instrument dated August 5, 1952 and recorded August 6, 1952 in the Register's Office of Hamilton County, Tennessee, the said C. A. Drake placed on said "Town and Country Estates certain restrictions, among them being the restrictions that no dwelling costing less than \$15,000.00 shall be permitted to be erected on any of the lots of said "Town and Country Estates"; and  
 Whereas due to the fluctuation of building costs, it has been deemed desirable that said restrictions be deleted and have nothing held.

Now Therefore in consideration of the premises I, C. A. Drake, owner and subdivider of said Town and Country Estates hereby strike and delete said \$15,000.00 cost restriction in the instrument as recorded aforesaid. All restrictions contained in said instrument are to remain in full force and effect.  
 Witness my hand on this 26th day of August 1952.

C. A. Drake.

State of Tennessee

County of Hamilton On this 15th day of September 1952 before me personally appeared C. A. Drake, 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.

Witness my hand and Notarial Seal.

W. W. Robinson, Sr. Notary Public  
 Hamilton County, Tenn.

W. W. Robinson, Sr.  
 Notary Public  
 My commission expires 18 day of October 1953

State of Tennessee

Hamilton County The above Instrument and certificate were filed Sep 15 1952 at 11:50

A.M. entered in Note Book No 45 Page 86 and recorded in Book 1091 Page 258  
 Witness my hand at office in Chattanooga, Tenn.

*J. H. Hixson* Register  
 Dept Reg.

XX  
 F2-185 Tax 75c Fee --- Total \$1.25 Paid Sep 15 1952  
 Jack Hixson County Cover Clerk

In consideration of One (\$1.00) Dollar and other valuable considerations paid, the receipt of all of which is hereby acknowledged; I, Betty Irene Ayers, widow, hereby declaring that my husband T. D. Ayers, died in January 1948, and further declaring that our marriage was continuous from the date of acquisition of said property until the date of his death do hereby sell, transfer and convey unto Henry T. Spurgeon and L. A. Stafford, as tenants in common, the following described real estate in the Second Civil District, Hamilton County, Tennessee.

Lot Two (2) Ayers Subdivision, as shown by plat of record in Plat Book 15, page 122 in the Register's Office of Hamilton County, Tennessee. According to said plat said lot fronts one hundred seventy five (175) feet on the southwestern line of an unnamed roadway and extends south twenty three (23) degrees west, between parallel lines, to the southwestern line of said subdivision; its northwestern line, being the dividing line between Lots One (1) and Two (2) is four hundred thirty seven and 5/10 (437.5) feet in length, and its southeastern line, being the dividing line between Lots Three (3) and Two (2) is four hundred thirty five and No/100 (435.0) feet in length.

Subject to the Zoning Act as passed by the State Legislature, Private Acts of 1939.

Chapter 460 House Bill No 1528, as adopted by resolution of the County Council of Hamilton County, Tennessee, on August 13, 1941, and any amendments thereof.

The grantees herein assume and agree to pay all taxes assessed against said property for the year 1952.

To have and to hold the same unto the said Henry T. Spurgeon and L. A. Stafford as tenants in common, their heirs and assigns, forever in fee simple. I covenant that I am lawfully seized and possessed of said real estate, have full power and lawful authority to sell and convey the same; that the title thereto is clear, free and unencumbered, except as hereinafore mentioned, and I will forever warrant and defend the same against all lawful claims.

RECORD BOOK 1091