

RESTRICTIONS ON WOODRIDGE SUBDIVISION**LOTS 1 - 28**

Terry W. Wall, hereby declaring he is the lawful owner in fee simple of all lots in Woodridge Subdivision, as shown on plat of record in Plat Book P3 93, Page 12 in the Registers Office of Hamilton County, Tennessee, desiring to promote the development thereof as a residential subdivision, and for the protection does hereby impose upon all of said lots, the following Restrictive Covenants which shall run with the land of a period of thirty (30) years, to wit:

- 1) That all lots are for residential purpose only.
- 2) That only single, one family dwellings or attached building(s) ordinarily appertaining to dwelling houses shall be erected, maintained, or used by the Grantees, their heirs or assigns, or anyone deriving title or rights from or through them; however, the Developer retains the right to use lots for other residential purposes.
- 3) That 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 "3" being to prevent the use thereon, of a garage, incomplete structure, trailer, tent or other structure as living quarters before or after the erection of a permanent dwelling. A trailer shall not, under any circumstances, be considered as a permanent dwelling, and no trailer type of residence shall, at any time, be placed or maintained on the premises, with the exception of a sales and/or construction trailer for the exclusive use of the Developer, during the period in which the subdivision is considered active with respect to construction and the sale of new homes.
- 4) *Terry W. Wall* reserves the right to approve or disapprove all house plans and plot plans.
- 5) No unsightly or inoperable vehicles or major repairs to any such vehicles shall be permitted within said subdivision.
- 6) New construction must be completed within eight (8) months. No dwelling can be occupied until completion.
- 7) The dwelling erected upon a lot must have a livable floor area of at least 1100 square feet. The livable area is exclusive of open porches, garages, carports and basements.
- 8) That no building shall be located on any one of the said residential building lots nearer than 25 feet to the front line of the street bounding same, or nearer than 10 feet to any side line or nearer than 20 feet to any side street line. For the purposes of these Covenants, stoops and open porches shall not be considered as a part of the dwelling.
- 9) Chain link fences, fences constructed of redwood, cedar or other wooden material shall not be erected or maintained nearer than 50 feet to the front lot line. Fences shall not exceed five (5) feet in height unless approved by Developer.
- 10) Any satellite dish or similar device must be located in the rear yard.
- 11) All of lots in said subdivision must from the date of purchase be maintained by the owner in a neat and orderly condition (grass being cut as needed, leaves, broken limbs and other debris being removed when needed). In the event an owner of a lot in said subdivision fails of his own violation to maintain the lot in a neat and orderly condition, Developer or his duly appointed agent may enter upon such lot without liability, and proceed to put said lot in an orderly condition, billing the cost of such work to the owner.

12) That no one said lot shall be subdivided without the prior written, recorded consent of the Developer.

13) That no fowls, horses, mules, burros, cattle, sheep, goat, swine or any other like animals shall be allowed upon any portion of the premises.

14) That for the purpose of property improvements, as long as it retains record ownership in any lot in the subdivision, *Terry W. Wall* reserves the right to grant waivers from these restrictive covenants. Said waiver must be in writing and recorded in the Register's Office of Hamilton County, Tennessee. Any waiver executed by him would be conclusive proof that the waiver would not materially effect the purposes sought thereby, by the Developer. Other owners of lots in the subdivision shall not be entitled to bring suit to enforce the compliance of the original restrictions, where a waiver has been given by the Developer.

15) No commercial, 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 the event that for any reason any one or more of the foregoing protective covenants and restrictions be constructed by judgment or decree of any court of record to be invalid, such action shall in no way effect the other provisions, which shall remain in full force and effect, the owners hereby declaring that said restrictions are not interdependent by severable and any one would have been adopted even without the others.