

Blue file

10 Sue Lee

RESTRICTIVE COVENANTS ON CERTAIN LOTS IN BIRNAM WOOD SUBDIVISION FOURTH UNIT

WE CERTIFY the following to be the provisions of an Instrument executed by F AND A CORPORATION, dated February 19, 1963, filed for record December 31, 1963, and recorded in Book 1562 page 466, in the Register's Office of Hamilton County, Tennessee;

WHEREAS, the undersigned F AND A CORPORATION, a corporation chartered and organized under and by virtue of the laws of the State of Tennessee, own certain land on Signal Mountain, in the Third Civil District of Hamilton County, Tennessee, described as Lots numbered Eight (8) to Thirteen (13) inclusive, Block H; Lots numbered Eight (8) to Twenty-three (23) inclusive, Block B; Lots numbered One (1), and Two (2), and the Recreation Area, Block T, Lots numbered One (1) to Six (6) and Lot 20, Block U, Lots One (1) and Twelve (12) inclusive, Block V; all of Birnam Wood Fourth Unit, a Subdivision, as shown by plat of survey prepared by Betts Engineering Company, dated February 19, 1963, and recorded in Plat Book 22, page 96, in the Register's Office of Hamilton County, Tennessee and

WHEREAS, it is the plan of the owner, F AND A CORPORATION, to devote said lots exclusively to residential uses and purposes; and

WHEREAS, it is a part of the development plan of said lands that the same shall be restricted according to use and development; Now, therefore;

IN CONSIDERATION OF THE PREMISES, and for the protection of the present owner as well as the future purchasers of lots in said subdivision, thus declaration and an agreement is made;

Each and every conveyance of any one of said lots shall be subject to conditions, reservations, covenants and agreements, which will run with the land, as follows;

- (a) All of said lots in said subdivision shall be and be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one single family dwelling, not to exceed two stories in height, and attached carport or garage and usual domestic servant's quarters;
- (b) No residence shall be designed, patterned, constructed, or maintained to serve or for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time, or used in whole or in part for any business service or activity, or for any commercial purpose. Nor shall the lot be used for business purposes or for trucks or other equipment inconsistent with ordinary residential uses;
- (c) No residence shall be located on any one of said residential building plots nearer to the front line or nearer to any side street line than forty (40) feet, nor nearer than fifteen (15) feet to any side lot line;
- (d) No trade of any kind or noxious or offensive 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) That no part of said lot shall be used for residential purposes or otherwise until a dwelling house, conforming fully to the provisions of this instrument, shall have been enacted thereon, and fully completed.
- (f) No trailer, basement, tent, shack, incompleated structure, barn or other outbuilding shall be erected or maintained on any one of said lots or at any time shall be used as a residence or otherwise temporarily or permanently. No structure of a temporary character shall be erected, used as a residence, or permitted to remain on any lot;
- (g) No dwelling shall be erected or permitted to remain on any one of said residential lots, of less enclosed main living area of the main structure, exclusive of open porches, carports, or garages, than fifteen hundred (1500) square feet; provided the main living area of quarters may be included in what is known as split-level houses (any level) to qualify as main living area shall be exposed for full height on three sides; in event of a two story house, at least twelve hundred (1200) square feet of same shall be on the ground or main floor level.
- (h) No one of said residential lots shall be resubdivided but shall remain as shown on said recorded plat, except that two or more lots may be combined as one lot, in which event the restriction imposed by paragraph "(c)" above, pertaining to side lines shall be construed as pertaining to the outer side lines of said two or more lots as combined.
- (i) Before any construction or alteration is commenced or carried on, plans and specifications for any dwelling house to be constructed or altered on any one of said lots shall be submitted for approval to a committee appointed by the F and A Corporation and written approval secured, but approval shall not be unreasonably withheld;
- (j) No asbestos siding or permastone shall be used on houses on any of said building lots, all exposed masonry shall be brick or natural stone laid in an approved pattern.
- (k) That no horses, mules, burros, cattle, or other like animals shall be kept or allowed to remain upon any portion of any lot; and none of such animals, belonging to the owner or occupant of said premises, shall be allowed to roam or run at large on the streets or alleys bounding said premises;

(over)

- (1) That no sheep, goats, swine, fowls, rabbits, or animals of a kind and number not ordinarily associated with residential uses and customs, shall be kept or allowed to remain upon any portion of any lot in said subdivision; neither shall any sheep, goats, swine, fowls, or rabbits belonging to the owners or occupants thereof, be allowed to roam or run at large on the streets or alleys bounding said premises;
- (2) That before any dwelling on said premises shall be occupied, a septic tank, or a sewage disposal, 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.
- (3) Whether expressly stated so or not in deed conveying any one or more of said lots, each conveyance shall be subject to the Zoning Act as passed by the State Legislature, Private Acts of 1938, Chapter 400, House Bill No. 1628, as adopted by Resolution of the County Council of Hamilton County, Tennessee on August 13, 1941, and any amendments thereof, and to the Zoning regulations and building ordinances of the Town of Signal Mountain.
- (4) The F and A Corporation hereby expressly reserves an eight (8) foot easement for utilities at the rear of each and every one of said lots. Said easement hereby reserved is shown on the plat of said lots herewith referred to, and the right to install and maintain said utilities, and reasonable access for such purpose, is reserved by the undersigned for itself as well as for public service companies.

In event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any Court of record to be invalid, such action shall effect in no wise any of the other provisions, which shall remain in full force and effect, the owner hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

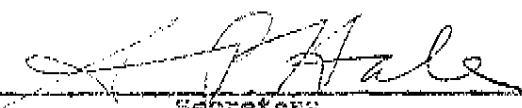
Each and every one of the aforesaid covenants, conditions, and restrictions shall attach to and run with each and every one of the said lots of land, and all titles to, and estates therein, shall be subject thereto, and the same shall be binding upon, and in favor of, each and every owner and occupant of the same until January 1, 1965, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years unless by vote of the then owners of the lots it is agreed to change said covenants in whole or in part, provided further that the instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee. Neither the undersigned nor any party or parties claiming under it shall or will convey, devise, or demise any or either of said lots or any part of the same except as being made subject to the said covenants, conditions, and restrictions, and the obligation to observe and perform the same. The said conditions, covenants and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.

If the undersigned or any party or parties claiming thereunder shall violate or attempt to violate any of the covenants or restrictions herein provided before January 1, 1965, or within the extended time as hereinbefore provided, it shall be lawful for the grantor, or other person or persons owning any other lot or lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

Title to the streets and alleys bounding said lots, together with the right to change the grade thereof, is reserved to the grantor.

MILLIGAN-REYNOLDS GUARANTEE TITLE AGENCY, INC.

By


Secretary

Drafted By
IALE & ELLIS, Attorneys
722 CHERRY STREET
CHATTANOOGA, TENN. 37402

BOOK 1990 PAGE 529

AMENDMENT OF RESTRICTIVE COVENANTS

WHEREAS, F and A CORPORATION did execute a certain Instrument under date of February 12, 1963, which appears of record in Book 1562, page 465, in the Register's Office of Hamilton County, Tennessee, imposing Restrictive Covenants upon certain Lots in Birnam Wood, Unit Four (4), as shown by plat of record in Plat Book 22, page 86, in the Register's Office of Hamilton County, Tennessee, reference to the record of said Instrument being made for all of its terms and provisions; and,

WHEREAS, F and A CORPORATION remains the owner of certain of the lots in said Unit Four (4), Birnam Wood, and desires to increase the minimum required square foot area with respect to certain of said lots;

NOW, THEREFORE, F and A Corporation does hereby stipulate that as to Lots Nos. Twelve (12) and Thirteen (13), in Block H, Lots Nos. 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, in Block S, Lots Nos. 1 and 2 in Block T, and Lot No. 5, in Block U, of said Birnam Wood, Fourth (4th) Unit,

"(g)" is hereby amended to read as follows:

"No dwelling shall be erected or permitted to remain on any one of said residential lots, of less enclosed main living area of the main structure, exclusive of open porches, carports, or garages, than eighteen hundred (1800) 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 full height on three sides); in event of a two story house, at least twelve hundred (1200) square feet of same shall be on the ground or main floor level."

The said Restrictive Covenant shall remain in effect and all other respects, excepting as herein amended as to the lots above numbered and set forth.

IN WITNESS WHEREOF F and A Corporation has caused its corporate name to be signed by its duly authorized Officers on this the 20th day of September, 1971.

F AND A CORPORATION

BY [Signature] President
BY [Signature] Vice President

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the 30 day of September, 1971, before me personally appeared [Signature] and [Signature], with whom I am personally acquainted, and who upon oath acknowledged themselves to be the President and Vice President, respectively, of F and A Corporation, and that they as such Officers, being authorized so to do, executed the foregoing Instrument for the purposes therein contained, by signing the name of the corporation, by themselves as such Officers.

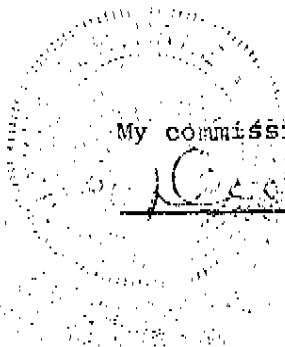
IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal..

[Signature]
Notary Public
COUNTY OF HAMILTON
STATE OF TENNESSEE

My commission expires:

Dec 25 1972

478117



REC-35 MISC * 004 + 4.00

RESTRICTIVE COVENANTS

WE CERTIFY the following to be a true copy of Restrictive Covenants contained in Deed from Mountain Land Company to Signal Mountain Palisades, Inc., dated June 1, 1987, filed for record July 1st, 1987, recorded in Book X, Vol. 21, page 685, Register's Office of Hamilton County, Tennessee.

(a) That within a period of 50 years from this date, no building other than a dwelling or buildings ordinarily appertaining to dwelling houses shall be erected, maintained or used by the Grantee, its successors or assigns, or anyone deriving title or rights from or through them, on the premises herein conveyed.

(b) That within said period, no dwelling costing less, or of less value than \$3,000.00 shall be erected on the premises herein conveyed, but this provision shall apply to the dwelling house proper and not to such outbuildings as ordinarily appertain to dwelling houses.

(c) That within a period of 99 years from this date, (said property being in a community set apart for residential purposes for the white race) neither said premises nor any part thereof, or any interest therein shall be sold, transferred, conveyed, let, leased, rented or otherwise disposed of, either by the grantee or grantees herein, or by any person or corporation deriving title or rights from or through them, to any negro, mulatto, or other person of color.

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

(e) 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 thereof be allowed to roam or run at large on the streets or alleys bounding said premises.

MILLIGAN-REYNOLDS GUARANTY TITLE AGENCY, INC.

By *S. P. Hale*
Secretary

BOOK 2240 PAGE 212

RESTRICTIVE COVENANTS ON LOTS 1, 2, 3, 4, 5 AND
6, AS SHOWN ON FINAL REVISED PLAN OF LOTS 1
THROUGH 8, BLOCK A-A, UNIT 1, HIDDEN BROOK
ADDITION TO BIRNAM WOOD, OF RECORD IN PLAT
BOOK 29, PAGE 159, IN THE REGISTER'S OFFICE
OF HAMILTON COUNTY, TENNESSEE

WHEREAS, the undersigned, THOMAS ALLEN LUPTON, JR. and HUGH D. HUFFAKER, JR., are the beneficial owners of Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), as shown on final revised plan of Lots One (1) through Eight (8), Block A-A, Unit One (1), Hidden Brook Addition to Birnam Wood, as shown by plat of record in Plat Book 29, page 159, in the Register's Office of Hamilton County, Tennessee (with the record title thereto being vested in T. A. Lupton, Jr., Trustee); and,

WHEREAS, it is the plan of Thomas Allen Lupton, Jr. and Hugh D. Huffaker, Jr. to devote said lots to restricted residential purposes;

NOW, THEREFORE, IN CONSIDERATION of the premises, and for the protection of the present owners, as well as the future owners and purchasers of Lots One (1) through Six (6), inclusive, said subdivision, this declaration and covenant is made:

Each and every conveyance of any one of said lots shall be subject to conditions, reservations, covenants and agreements, which will run with the land as follows:

- (a) All of said lots shall be, and be known and described as, residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and attached carport or garage.
- (b) No residence shall be designed, patterned, constructed, or maintained to serve, or for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose; nor shall any lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses.
- (c) No residence shall be located on any one of said residential building plots nearer to the front line or nearer to any side street line than forty (40) feet, nor nearer than fifteen (15) feet to any side lot line; nor twenty-five (25) foot set back from 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) 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 (e) being to prevent the use thereon of a garage, incomplete structure, trailer, tent, 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.

DRAFTED BY
 HALE & ELLIS, Attorneys At Law
 724 CHERRY STREET
 CHATTANOOGA, TENN. 37402

BOOK 2240 PAGE 213

(f) 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.

(g) No dwelling house shall be erected or permitted to remain in the subdivision unless it has the number of square feet of enclosed living area, exclusive of open or screened porches, carports, garages or basements, set forth in this paragraph:

(1) As to ranch type houses, without a basement, a minimum of 1,600 square feet, if a single story building; if a two-story building, a minimum of 1,200 square feet must be on the first floor, and a minimum of 800 square feet on the second floor;

(2) As to split-level, and split-foyer houses, a minimum of 1,400 square feet on the main floor, and a minimum of 300 square feet on the lower part of the residence; and,

(3) As to ranch houses, with any finished or unfinished basements, a minimum of 1,600 square feet on the main floor.

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

(i) It shall be permissible for T. A. Lupton, Jr. and/or Hugh D. Huffaker, Jr. to rearrange boundary lines of lots, if so desired and combine lots or parts of lots into one building plot, but not to the extent of increasing the number of lots once the subdivision plat has been recorded.

(j) No asbestos siding or permastone shall be used on a dwelling house on any of said lots; no exterior concrete blocks shall be exposed; all concrete blocks shall be veneered with either brick or stone.

(k) 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 Thomas A. Lupton, Jr. or Hugh D. Huffaker, Jr., and written approval thereof procured. It is 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, shall be conclusively presumed to have had such approval.

(l) No sheep, goats, swine, horses, cattle, burros, fowls or any like animals shall be permitted to be kept or to remain on any of the lots hereinabove described, or to roam at large on any of the streets or ways in or bordering the same. There shall be no kennels permitted on any lot in the subdivision, for the commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.

(m) 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 thereon.

BSC/ 2240 PAGE 214

(n) 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). In the event that an owner of a lot in said subdivision fails of his own violation to maintain his lot in a neat and orderly condition, Thomas A. Lupton, Jr. or Hugh D. Huffaker, Jr. or their duly appointed agent, may enter upon such lot without liability and proceed to put said lot into an orderly condition, billing the cost of such work to the owner.

(o) There shall be no detached garages, outbuildings or servants quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus, a bathhouse will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as set forth in (g) above.

(p) That before, any dwelling on said premises shall be occupied, a septic tank, or a sewage disposal, 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 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.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any Court of record to be invalid, such action shall affect in no wise any of the other provisions, which shall remain in full force and effect, the owners hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

It is expressly stipulated that the Restrictive Covenants and conditions set forth in this instrument apply solely to the herein listed lots, and are not intended to apply to any other lots, tracts, or parcels of land in the area or vicinity, owned by Thomas Allen Lupton, Jr., Hugh D. Huffaker, Jr. or T. A. Lupton, Jr., Trustee.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every of the said lots of land and all titles to, and estates therein, shall be subject thereto and the same shall be binding upon each and every owner and occupant of the same until January 1, 2000, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years unless by action of a minimum of sixty-six and two-thirds per cent (66-2/3%) of the then owners of the lots, it is agreed to change said covenants in whole or in part, provided further that the instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee. Neither the undersigned nor any party or parties claiming under them shall or will convey, devise, or demise any or either of said lots or any part of same except as being subject to the said covenants, conditions and restrictions, and the obligation to observe and perform the same. The said covenants, conditions and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.

Providing, that in the event of violation of set-back lines, either side, front, or rear, which may be minor in character, a waiver thereof may be made by Thomas Allen Lupton, Jr. and/or Hugh D. Huffaker, Jr., their heirs or assigns, joined by the owner or owners of the lots adjoining the lot on which such violation occurs; providing, that as to a side line violation, only the joinder of the owner of the lot on that side will be necessary.

If the undersigned or any party or parties claiming thereunder shall violate or attempt to violate any of the covenants or restrictions herein provided before January 1, 2000, or within the extended time as hereinbefore provided, it shall be lawful for Thomas Allen Lupton, Jr. and/or Hugh D. Huffaker, Jr., their heirs or assigns, or any person or persons owning any lot or lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions and either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorneys fees.

IN WITNESS WHEREOF THOMAS ALLEN LUPTON, JR. and HUGH D. HUFFAKER, JR. have hereunto set their hands, and T. A. LUPTON, JR., has hereunto set his hand, as Trustee, on this the 23rd day of MAY, 1975.

Thomas Allen Lupton, Jr.
THOMAS ALLEN LUPTON, JR.
Hugh D. Huffaker, Jr.
HUGH D. HUFFAKER, JR.
T. A. Lupton, Jr.
T. A. LUPTON, JR., TRUSTEE

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 23rd day of MAY, 1975, before me personally appeared THOMAS ALLEN LUPTON, JR., 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.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

Arnone Hale II
NOTARY PUBLIC

My commission expires:

DEC. 19, 1976

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 23rd day of MAY, 1975, before me personally appeared HUGH D. HUFFAKER, JR., 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.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

Arnone Hale II
NOTARY PUBLIC

My commission expires:

DEC. 19, 1976

*Birnam Wood
restrictions
2nd unit*

WHEREAS, the undersigned F AND A CORPORATION, a corporation chartered and organized under and by virtue of the laws of the State of Tennessee, own certain land on Signal Mountain, in the Third Civil District of Hamilton County, Tennessee, described as Lots numbered Eleven (11) to Fourteen (14) inclusive, Block "D"; Lots numbered Nine (9) to Twenty-Nine (29), inclusive, Block "F"; Lots numbered Ten (10) to Eighteen (18), inclusive, Block "G"; Lots numbered Three (3) to Seven (7), inclusive, Block "H"; Lots numbered Three (3) to Eleven (11), inclusive, Block "J"; Lots numbered One (1) and Two (2), Block "O"; Lots numbered One (1) and Two (2), Block "P"; Lots numbered One (1) to Thirteen (13), inclusive, Block "R"; and Lots numbered One (1) to Six (6), inclusive, Block "S", all of Birnam Wood Second Unit, a subdivision, as shown by plat of survey prepared by Betts Engineering Company, dated June 23, 1960, and recorded in Plat Book 21, Pages 40 and 41, in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, it is the plan of the owner, F AND A CORPORATION, to devote said lots exclusively to residential uses and purposes; and

WHEREAS, it is a part of the development plan of said lands that the same shall be restricted according to use and development; Now, therefore;

IN CONSIDERATION OF THE PREMISES, and for the protection of the present owner as well as the future purchasers of lots in said Subdivision, this declaration and agreement is made:

Each and every conveyance of any one of said lots shall be subject to conditions, reservations, covenants and agreements, which will run with the land, as follows:

- (a) All of said lots in said subdivision shall be and be known and described as residential lots, and no structure shall be erected; altered, placed or permitted to remain on any residential building lot other than one single family dwelling, not to exceed two stories in height, and attached carport or garage and usual domestic servant's quarters;
- (b) No residence shall be designed, patterned, constructed, or maintained to serve or for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time, or used in whole or in part for any business service or activity, or for any commercial purpose. Nor shall the lot be used for business purposes or for trucks or other equipment inconsistent with ordinary residential uses;

- (c) No residence shall be located on any one of said residential building plots nearer to the front line or nearer to any side street line than forty (40) feet, nor nearer than fifteen (15) feet to any side lot line;
- (d) No trade of any kind or noxious or offensive 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) That no part of said lot shall be used for residential purposes or otherwise until a dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon, and fully completed;
- (f) No trailer, basement, tent, shack, incompleated structure, barn, or other outbuilding shall be erected or maintained on any one of said lots or at any time shall be used as a residence or otherwise temporarily or permanently. No structure of a temporary character shall be erected, used as a residence, or permitted to remain on any lot;
- (g) No dwelling shall be erected or permitted to remain on any one of said residential lots, of less enclosed main living area of the main structure, exclusive of open porches, carports, or garages, than sixteen hundred (1600) 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 full height on three sides); in event of a two story house, at least twelve hundred (1200) square feet of same shall be on the ground or main floor level.
- 1600 on floor
100 main
2nd story*
- (h) No one of said residential lots shall be resubdivided but shall remain as shown on said recorded plat, except that two or more lots may be combined as one lot, in which event the restriction imposed by paragraph "(c)" above, pertaining to side lines, shall be construed as pertaining to the outer side lines of said two or more lots as combined;
- (i) Before any construction or alteration is commenced or carried on, plans and specifications for any dwelling house to be constructed or altered on any one of said lots shall be submitted for approval to a committee appointed by the F and A Corporation and written approval secured, but approval shall not be unreasonably withheld;
- (j) No asbestos siding or permastone shall be used on houses on any of said building lots, all exposed masonry shall be brick or natural stone, laid in an approved pattern;
- (k) That no horses, mules, burros, cattle, or other like animals shall be kept or allowed to remain upon any portion of any lot; and none of such animals, belonging to the owner or occupant of said premises, shall be allowed to roam or run at large on the streets or alleys bounding said premises;
- (l) That no sheep, goats, swine, fowls, rabbits, or animals of a kind and number not ordinarily associated with residential uses and customs, shall be kept or allowed to remain upon any portion of any lot in said subdivision; neither shall any sheep, goats, swine, fowls, or rabbits belonging to the owners or occupants thereof, be allowed to roam or run at large on the streets or alleys bounding said premises;

(m) That before any dwelling on said premises shall be occupied, a septic tank, or a sewage disposal, 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 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; provided, that upon an approved sanitary system of sewers being installed for the use of the community on which said premises are located, then proper connection of said premises shall be made therewith, in which event said private sewage disposal or septic tank shall be abandoned;

(n) Whether expressly stated so or not in deed conveying any one or more of said lots, each conveyance shall be 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, and to the Zoning regulations and building ordinances of the Town of Signal Mountain;

(o) The F and A Corporation hereby expressly reserves an eight (8) foot easement for utilities at the rear of each and every one of said lots. Said easement hereby reserved is shown on the plat of said lots hereinabove referred to, and the right to install and maintain said utilities, and reasonable access for such purpose, is reserved by the undersigned for itself as well as for public service companies.

In event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any Court of record to be invalid, such action shall affect in no wise any of the other provisions, which shall remain in full force and effect, the owner hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions, and restrictions shall attach to and run with each and every one of the said lots of land, and all titles to, and estates therein, shall be subject thereto, and the same shall be binding upon, and in favor of, each and every owner and occupant of the same until January 1, 1985, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years unless by vote of the then owners of the lots it is agreed to change said covenants in whole or in part, provided further that the instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee. Neither