

RESTRICTIVE COVENANTS ON FOREST ACRES SUBDIVISION

This instrument is executed this 11th day of ^{August} ~~July~~, 1997 by Ronald H. Dean and wife, Sandra B. Dean, and Donald D. Dean, unmarried, hereinafter known as "Developers".

Whereas, Developers are the owners in fee simple of a tract of land which has been subdivided into a subdivision known as Forest Acres Subdivision, as shown by plat recorded in Plat Book 58, page 12, in the Register's Office of Hamilton County, Tennessee; and

Whereas, Developers desire to impose these restrictive covenants on said subdivision for the purpose of promoting the desirability of said subdivision as a residential subdivision, to protect the value of said subdivision as a residential subdivision, and to protect Developers and all lot owners in said subdivision;

Now, Therefore, Developers do hereby impose the following restrictive covenants on all of the lots in said subdivision, which shall be covenants running with the land and binding on the owners of all lots in said subdivision and their successors in title and which shall be for the benefit of the owners of all lots in said subdivision:

1. Land Use and Building Type: All lots in the subdivision shall be used for residential purposes only, and no structure shall be constructed or permitted to remain on any lot other than one detached single family dwelling and the usual residential outbuildings. No part of any lot may be used for any commercial purpose. No trailer, mobile home, modular home, or manufactured home may be placed or permitted to remain on any lot, nor shall any incomplete structure, motor home, camper, or travel trailer be used as a residence on any lot.

2. Fences: No fence or wall shall be constructed, placed, or maintained on any lot other than to the rear of the residence which is erected on said lot. Any fence or wall which may be constructed shall not be more than six (6) feet in height. All fences shall be constructed of cedar, treated pine, or chain link.

3. Vehicles: No junk, abandoned, or inoperable vehicle of any kind and no commercial vehicle may be placed or allowed to remain on any lot in the subdivision. Motor homes, travel trailers, campers, boats, and boat trailers may not be kept parked in the driveway of any lot.

4. Easements: Easements to each lot in the subdivision for installation of sanitary sewage disposal lines and easements for drainage are shown on the subdivision plat and are hereby reserved for the purposes shown. The creation of said easements shall not prevent the use of the area by the owner for any permitted purpose except the location of buildings thereon. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of said lot, except for those improvements for which a public utility or authority is responsible. Fences shall not be constructed over or along any easement that would interfere with the use and maintenance thereof.

5. Nuisances: No noxious or offensive activity shall be carried on upon any lot in the subdivision, nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.

6. Signs: No sign of any kind shall be displayed to the public view on any lot in the subdivision except one professional sign of not more than two square feet advertising the property for sale or rent, or one professional sign of not more than five square feet used by a builder or construction lender to advertise the property during the construction and sales period.

Prepared By
James L. Ralston, Jr.
Attorney at Law
1001 Poplar Avenue
Chattanooga, Tennessee 37421

File: Preferred

CL 15325

7. **Livestock and Poultry:** No farm animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot in the subdivision except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Dogs, cats, and other household pets must be confined to the lot of the owner thereof and may not be allowed to run loose through the subdivision.

8. **Garbage and Refuse Disposal:** No lot in the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, brush, or other waste. Household trash, garbage, and yard waste shall be kept in sanitary containers and disposed of promptly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage and trash containers are to be covered or shall be of plastic or similar material, securely closed. Said containers shall not be put out sooner than the night prior to garbage service and shall be picked up by the owner of each lot on the day of garbage service. Any owner, contractor, or developer doing construction in the subdivision must keep the construction site as clean and neat as possible during construction.

9. **Requirement to Repair and Rebuild:** In the event of the damage or destruction of any structure on any lot in the subdivision by fire, windstorm, or other cause, it shall be the duty of the owner of said lot to restore the structure to its previous condition or to remove the remains of said structure and restore said lot to a neat and orderly condition without undue delay.

10. **Term:** These covenants are to run with the land and shall be binding on Developers and all parties claiming under them for a period of twenty-five (25) years from the recording thereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change these covenants in whole or in part. Any such agreement, to be effective, shall be recorded in the Register's Office of Hamilton County, Tennessee, prior to the expiration date of any ten year period.

11. **Enforcement:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant to restrain such violation and to recover such damages as may accrue, with court costs and reasonable attorney's fees to be considered liquidated damages. Any lot owner in the subdivision shall have the right to maintain such an action, provided that, if any owner or owners shall bring such an action and shall fail in their suit, said owner or owners shall be liable to the party or parties sued for damages resulting therefrom, including court costs and reasonable attorney's fees incurred.

12. **Severability:** Invalidation of any one of these covenants by judgement or court order shall have no effect on any of the remaining provisions, which shall remain in full force and effect.

13. **Waivers:** Developers hereby reserve the right to grant waivers of minor infractions of these restrictive covenants that, in their opinion, do not materially affect the purposes thereof. The decision of Developers whether to grant a waiver or not shall be final and binding on all lot owners in the subdivision. Any waiver granted shall be in writing and recorded in the Register's Office of Hamilton County, Tennessee, to be effective.

WITNESS our hands on the day and date first written above.

Ronald H. Dean
Ronald H. Dean

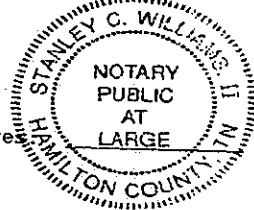
Sandra B. Dean
Sandra B. Dean

Donald D. Dean
Donald D. Dean

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me personally appeared RONALD H. DEAN and wife, SANDRA B. DEAN, and DONALD D. DEAN, unmarried, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and seal this 11th day of August, 1997.



Stanley C. Williams, II
NOTARY PUBLIC

My Commission Expires 7-7-2001

08/12/97 MISC

12.00

**12.00

009172

HAMILTON COUNTY
STATE OF TENNESSEE

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BY: K. Lytle
DEPUTY
RECORD # 939363