



2402 no 414

- c. If mountain stone is used for exterior of the foundation of a residence, then the requirements of masonry construction may stop at the top level of the foundation and other material may be used above the foundation.
  - d. In a ranch style house, if there is a brick foundation, then it is required that brick be used entirely for the exterior (excepting the provisions herein made as to rear elevation, and exclusions relative thereto).
  - e. If a portion of the front elevation is under a covered porch, such portion of the exterior as is under the covered porch may be other than masonry, providing the foundation is of masonry construction, excluding stucco, and further providing that not more than one-half of the total frontage of such front elevations shall be of other than masonry construction under the porch.
  - f. On basement-type house, if the level above the basement or lower level has cantilever projection of two feet or more, on the front elevation, it will be permissible to use other materials than masonry construction.
  - g. The designation of masonry construction shall not include stucco, excepting that it will be permissible to use stucco finish for foundation only, on rear elevation.
5. No structure on any lot shall be occupied until a dwelling house, including yard work, conforming fully to the provisions of this instrument, shall have been erected and fully completed thereon. Once the footings of any building shall be poured, construction must progress continuously (with allowance for weather conditions, labor conditions, and availability of materials) until the building or buildings are fully completed, and the exterior (including yard work) must be completed within seven (7) months from commencement of construction. Otherwise, the owner of any lot violating this provision shall be liable to Heatherwoods Subdivision Developers, its successors or assigns, in damages at the rate of Ten Dollars (\$10.00) per day, until said exterior and all yard work is completed and to payment of such court costs and attorney's fees as may be incurred in the enforcement of this provision.
6. All of the streets and roadways shown on the plat or survey are hereby dedicated to the public use for streets and roadways purposed and shall be subject to the duly constituted public authorities. Any damage done to street or roadway by the owner of any lot or by a contractor employed to build a residence on any lot will be repaired immediately at the expense of the owner or contractor.

## ARTICLE 2402 PAGE 415

7. The plans and specifications must be approved in writing by the present or future owners of said Subdivision, and shall be submitted for such approval prior to commencement of construction, but approval shall not be unreasonably withheld. If such approval or disapproval is not received in thirty (30) days after said plans and specifications have been submitted for approval or, in any event, if no suit to enjoin the erection of such building, alteration or construction has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with.

8. No trailer, tent, shack, or other trailer structure shall be placed or permitted to remain on any lot in the subdivision, nor shall any incomplete structure be used as a residence, temporarily or permanently.

9. No fowls or animals other than the usual domestic pets shall be kept or permitted to remain on the premises provided they are restrained from becoming a public nuisance; and there shall be no宰杀 and commercial breeding of any such domestic pets on any lot in the subdivision.

10. No noxious or offensive trade or illegal use of any kind shall be made or carried on upon any lot, nor shall anything be placed or done on any of said property which is, or may become, a nuisance or an annoyance to the neighborhood.

11. Until such time as a general sewage disposal system may serve the area, a sewage disposal system shall be constructed and provided for each dwelling house erected, conforming to the requirements of the Hamilton County Board of Health. Garbage, trash, and similar types of waste shall be kept in sanitary containers and disposed of regularly and properly. Non-operant automobiles shall be allowed to stand in the streets.

12. These covenants are to run with the land and shall be binding on all parties, and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, 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 said covenants in whole or in part.

13. In the event any one or more of the Restrictive Covenants above set forth shall be violated by any party, either owner or tenant, then the party or parties guilty of such violation shall be subject and liable at the suit of the said Neighborhood Subdivision Developers, its successors or assigns, or of the then constituted public authorities, to be enjoined by proper process from such violation and shall be liable for the payment of all costs and reasonable attorney's fees incident at litigation, which are agreed upon as liquidation damages, and shall be liable for such other and additional damages as may accrue.

NO. 2402 REC 416

14. Heatherwoods Subdivision Developers, reserves unto itself, its successors or assigns, the right to waive any violation of said restrictive covenants, which it deems to be minor in character and not to adversely effect the overall purpose sought to be attained by these restrictions.

IN WITNESS WHEREOF Heatherwoods Subdivision Developers, has caused its corporate name to be signed by its President, to this 2nd day of May, 1977.

Heatherwoods Subdivision Developers,

By Robert B. Purley  
Owner

By Steph E. Purley  
Owner

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 2 day of May, 1977, before me personally appeared Robert B. Purley, III and Stephen E. Purley, with whom I am personally acquainted, and who upon oath acknowledged themselves to be the Owners of Heatherwoods, the within named Subdivision, and that they as said Owners, being authorized so to do, executed the foregoing Instrument for the purposes therein contained, by signing their name.

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



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IDENTIFICATION  
EVIDENCE

[Signature]  
Notary Public  
My Commission Expires Jan. 10, 1979

JUN 12 2 25 PM '77

DOROTHY R. HAMNER  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE  
MYTC HSC

\* 8.00 + 8.00