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PREPARED BY: Bell Engineering  
P.O. Box 4201  
Chattanooga, TN 37405

RESTRICTIVE COVENANTS ON LOTS 289-334  
HIDDEN BROOK ADDITION TO BIRNAM WOOD,

WHEREAS, the undersigned, MIDDLE CREEK DEVELOPMENT COMPANY, INC. a Tennessee Corporation is the owner of Lots 289-334, as shown on final revised plan of Lots 289 - 334 Hidden Brook Addition to Birnam Wood, as shown by plat of record in Plat Book 40 page 102 in the Register's Office of Hamilton County, Tennessee (with the record title thereto being vested in MIDDLE CREEK DEVELOPMENT COMPANY, INC. and,

WHEREAS, it is the plan of MIDDLE CREEK DEVELOPMENT COMPANY, INC to denote 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 said Lots 289-334, inclusive, 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 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 lot shall be used as a street or easement for access to any adjacent property without submitting for approval to Middle Creek Development Company, Inc. and procuring written approval thereof.

(c) 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.

(d) 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.

(e) 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.

(f) 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 (f), being to prevent the use thereof 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.

(g) 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.

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- (h) 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 screened porches, garages or basements, set forth in this paragraph:
- (1) As to ranch type houses, without a basement, a minimum of 2,800 square feet, if a single story building; if a two-story building a minimum of 1,400 square feet must be on the first floor, and a minimum of 3,200 square feet in the house
  - (2) As to split-level, and split-foyer houses, a minimum of 2,000 square feet on the main floor, and a minimum of 1,000 square feet on the lower part of the residence; and,
- (i) All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots. No garage entrance shall front on main street except as permitted by Middle Creek Development Company, Inc.
- (j) It shall be permissible for Middle Creek Development 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.
- (k) 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.
- (l) 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 Middle Creek Development Company, Inc. 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, such dwelling house shall be conclusively presumed to have had such approval.
- (m) 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.
- (n) Each house shall have a lamppost not more than ten (10) feet from either the driveway or mailbox, and not more than ten (10) feet from the road curb. Plans for said lamppost and mailbox shall be submitted to Middle Creek Development Company, Inc. for approval.
- (o) 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.
- (p) 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, Middle Creek Development or its duly appointed agency, 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.

(q) Outbuildings and servants quarters may be constructed provided the construction and appearance of said is architecturally and structurally similar to the front elevation of the main dwelling house. Before any construction is commenced or carried on on any such structure, plans and specifications shall be submitted for approval to Middle Creek Development Company, Inc. and written approval thereof provided. Bathhouses built expressly in conjunction with a private swimming pool shall not be included in the procedure. No mentioned structures, other than the main dwelling house shall be included in complying with any minimum square footage requirements as set forth in paragraph (h) above.

(r) 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, 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 Middle Creek Development Company, Inc.

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 this 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 Middle Creek Development Company, Inc., its successors 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 Middle Creek Development Company, Inc. 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.

PREPARED BY: Bell Engineering  
P.O. Box 4201  
Chattanooga, TN 37405

RESTRICTIVE COVENANTS ON LOTS 335-377  
HIDDEN BROOK ADDITION TO BIRNAM WOOD,

WHEREAS, the undersigned, NORTHFIELD DEVELOPMENT COMPANY, INC. a Tennessee Corporation is the owner of Lots 335-377, as shown on final revised plan of Lots 335 - 377 Hidden Brook Addition to Birnam Wood, as shown by plat of record in Plat Book 43 page 33 in the Register's Office of Hamilton County, Tennessee (with the record title thereto being vested in NORTHFIELD DEVELOPMENT COMPANY, INC. and,

WHEREAS, it is the plan of NORTHFIELD DEVELOPMENT COMPANY, INC to denote 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 said Lots 335-377, inclusive, 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 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 lot shall be used as a street or easement for access to any adjacent property without submitting for approval to Northfield Development Company, Inc. and procuring written approval thereof.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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 (f), 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.
- (g) 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.

(h) 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 screened porches, garages or basements, set forth in this paragraph:

(1) As to ranch type houses, without a basement, a minimum of 2,800 square feet, if a single story building; if a two-story building a minimum of 1,400 square feet must be on the first floor, and a minimum of 3,200 square feet in the house.

(2) As to split-level, and split-foyer houses, a minimum of 2,000 square feet on the main floor, and a minimum of 1,000 square feet on the lower part of the residence; and,

(i) All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots. No garage entrance shall front on main street except as permitted by Northfield Development Company, Inc.

(j) It shall be permissible for Northfield Development 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.

(k) 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.

(l) 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 Northfield Development Company, Inc. 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, such dwelling house shall be conclusively presumed to have had such approval.

(m) 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.

(n) Each house shall have a lamppost not more than ten (10) feet from either the driveway or mailbox, and not more than ten (10) feet from the road curb. Plans for said lamppost and mailbox shall be submitted to Northfield Development Company, Inc. for approval.

(o) 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.

(p) 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, Northfield Development or its duly appointed agency, 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.

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(q) Outbuildings and servants quarters may be constructed provided the construction and appearance of said is architecturally and structurally similar to the front elevation of the main dwelling house. Before any construction is commenced or carried on on any such structure, plans and specifications shall be submitted for approval to Northfield Development Company, Inc. and written approval thereof provided. Bathhouses built expressly in conjunction with a private swimming pool shall not be included in the procedure. No mentioned structures, other than the main dwelling house shall be included in complying with any minimum square footage requirements as set forth in paragraph (h) above.

(r) 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.

(s) No trees or natural growth shall be removed from an area of any lot within 50 feet of the center line of Middle Creek or Frudenberg Creek without the the written permission of Northfield Development Company, Inc.

(t) Driveway cuts shall be made in a manner approved by Northfield Development Company, Inc. No paving from the driveway shall extend into the street cross section area.

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, 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 Northfield Development Company, Inc.

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 this 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 Northfield Development Company, Inc., its successors 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.

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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 Northfield Development Company, Inc. 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.

  
Julian B. Bell, President  
Northfield Development Company, Inc.

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, the undersigned, a notary public within and for said county and state at Chattanooga, Tennessee, duly commissioned and qualified, personally appeared Julian B. Bell, with whom I am personally acquainted, and who, upon his oath, acknowledged himself to be the President of Northfield Development Company, Inc., the within named bargainor; and he as such President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by subscribing thereto the name of the corporation by himself as President.

WITNESS my hand and notarial seal at my office in Chattanooga, Tennessee, this 28th Day of DECEMBER, 1987.

  
Dwight Lamar Erwin  
Notary Public

MY COMMISSION EXPIRES MARCH 7, 1989