

Lakeside

PREPARED BY: GENE ANGEL
P.O. BOX 957
ELIXON, TENN. 37343

BOOK 4716 PAGE 660

RETURN TO
MUMFORD TITLE AGENCY, INC.
215 GEORGIA AVENUE
CHATTANOOGA, TN

RESTRICTIVE COVENANTS

Whereas, the undersigned, Gene Angel and Ilone Angel (hereinafter Developers) are vested with title to certain property in Hamilton County, comprised of Lots 6 through 10, Lakeside Subdivision, inclusive, as shown by plat recorded in Plat Book 17, Page 105, in the Register's Office of Hamilton County, Tennessee, and

Whereas, it is the plan of the Developers to devote said lots, to restricted residential purposes.

Now, therefore, in consideration of the premises and for the protection of the present owner, as well as future owners of Lots 6-10 Lakeside Subdivision, this Declaration and Agreement is made:

Each and every conveyance of any one of said lots shall be subject to the special covenants and restrictive conditions herein set forth, which will run with the land, whether mentioned or referred to in any deed, and which shall be in effect only upon lots 6-10 Lakeside Subdivision, as herein above referred to (and specifically shall not apply to any other land in this area) 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 garage.
- (b) No residence shall serve for the use of more than one single-family residence.
- (c) No noxious or offensive trade or activity shall be carried out upon any lot, nor anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (d) No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot.
- (e) All dwellings shall have conventional and acceptable frontal appearances from the main street fronting said lots. No boats, cars, trailers or campers will be allowed to be permanently parked on streets.
- (f) No fowl or domestic animals, except house pets, shall be kept or maintained on any one of said lots or any portion thereof, or be allowed to run at large and unconfined upon any one of said lots. There shall be no kennels for commercial breeding of such animals.
- (g) All of said lots must 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). If a resident fails to do so, a 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.
- (h) There shall be no detached garages, outbuilding, barn, or servants quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition.

OK
3/4/07
7400

CONTINUED ON NEXT PAGE.

BOOK 4716 Page 661

(1) No fences may be erected on any said lot without written approval from Developers their heirs, or assigns, as to location on lot and type of fence. No chain-link fences will be allowed. Cedar, treated wood, wrought iron, or brick must be used at a height of six (6) feet.

(5) The right is reserved by the Developers to amend, correct, clarify, change, or delete any of the herein restrictions in whole or in part, and to grant individual waivers to succeeding owners as the situation requires.

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 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 others.

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. Any conveyance by the undersigned, or any party or parties claiming under it, shall be subject to these covenants, conditions, and restrictions, whether therein specifically mentioned or not, 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.

In the event of the violation, or attempted violation, of any one or more of the foregoing restrictive covenants, then the party or parties guilty thereof shall be subject and liable at the suit of Developers or their heirs and assigns in trust, or of the then constituted public authorities, or of any owner or lessor 6-10 Lakeside Subdivision to be enjoined by proper process from such violation, and shall be liable for such damages as may accrue, it being stipulated that court costs and reasonable attorney's fees incident to any such proceedings shall constitute liquidated damages.

This 19th day of July, 1996.

Gene Angel
GENE ANGEL, Developer

Gene Angel
ILENE ANGEL, Developer

BOOK 4716 PAGE 662

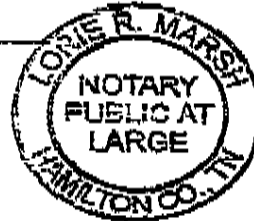
STATE OF TENNESSEE
COUNTY OF HAMILTON

On this the 19th day of July, 1996,
before me personally appeared Gene Angel and Lilene Angel to me
known (or proved to me on the basis of satisfactory evidence) to
be the persons who executed the foregoing instrument in behalf of
themselves, acknowledged that they executed the same as their
free act and deed.

WITNESS my hand and Notarial Seal.

Lorne R. Marsh
Notary Public

My Commission Expires: 10/12/98



07/22/96 MISC

12.00

**12.00 B

339922

RECEIVED
HAMILTON COUNTY
STATE OF TENNESSEE

'96 JUL 22 PM 12 55

BY: K. L. [Signature]
REC'D # 857259