

PROTECTIVE COVENANTS TO APPLY TO THOSE LOTS LISTED IN PART B BELOW AS SHOWN ON THE PLAN OF LAKESITE SUBDIVISION ADDITION NO. 4 RECORDED IN PLAT BOOK NUMBER 21, PAGE 34, IN THE REGISTER'S OFFICE AT THE COURTHOUSE IN HAMILTON COUNTY, TENNESSEE.

PART A. PREAMBLE

These protective covenants are to be in force after July 15, 1960, and the purpose of these covenants is to assure a minimum standard for the building of residences in Lakesite Subdivision Addition No. 4, so as to protect any or all owners of lots in the addition on a fair and equal basis. The present owner of all lots in Lakesite Subdivision Addition No. 4 is Lakesite Land Company, Inc., Lobby-Fetten Hotel, Chattanooga, Tennessee.

PART B. AREA OF APPLICATION

B-1. Fully protected Residential Area. The Residential Area covenants in Part C below, in their entirety shall apply to all lots in Addition No. 4 as shown in Plat Book Number 21, Page 34, in the Register's Office of Hamilton County, Tennessee, with the exception of Lot No. 308.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE & BUILDING TYPE. No lot shall be used except for Residential purposes. No public road or street shall be created or established upon, or across any lot or part of lot in the subdivision without the prior written and recorded consent and approval of Lakesite Land Company, Inc. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in Part D.

C-3. DWELLING QUALITY, SIZE AND COMPLETION AFTER COMMENCEMENT OF CONSTRUCTION.

226 The ground floor area of any dwelling consisting of one story shall have a minimum of 1400 square feet, exclusive of attached carports, garages and porches. The ground floor area of any structure of more than one story, exclusive of one-story open porches and garages, shall be not less than 900 square feet. When construction has been commenced on any lot or parcel of land in the subdivision, the same shall continue without undue interruption, and the dwelling house and improvements shall be completed within a period of six (6) months after the date of commencement of construction thereof. It is stipulated, however, that in the event construction is delayed by reason of labor and materials not being available, such unavailability of labor and materials being general in Hamilton County, Tennessee, the delay arising by reason of this fact will permit the extension of completion period for a corresponding period of time.

C-4. BUILDING LOCATION

No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet.

C-6. BASEMENTS

Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear 16 feet of the lot and as shown on the recorded plot, plus an adjacent twelve-foot strip three feet wide on each side lot line where overhead guys are necessary. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purposes except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the basement.

C-7. NUISANCES

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

C-10. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. Noerrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

C-12. GARAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. WATER SUPPLY

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

C-14. SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

C-15. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the cases of a rounded property corner from the intersection lines of the street property lines extended. The same sight-line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-16. LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed and/or provided that the natural water course is not altered or blocked by such fill.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP

The architectural control committee is composed of W. B. Hunt, Sr., Robert A. Schwartz and Joe Jetton of Nashville, Tennessee and W. B. Hunt, Jr. of Chattanooga, Tennessee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit is filed to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS

E-1. TERM

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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then holders of the lots has been recorded agreeing to change said covenants in whole or in part.

228

228

5-2. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

5-3. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall be in no wise affecting any of the other provisions which shall remain in full force and effect.

PART V. ATTEST

DATE: July 15, 1960

W. B. Hunt, Sr.

W. B. Hunt, Sr., President
LAKEVIEW LAND COMPANY, INC.

DATE: July 15, 1960

Robert A. Schwartz

Robert A. Schwartz, Sec.-Treas.
LAKEVIEW LAND COMPANY, INC.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On the 15th day of JULY, 1960, personally appeared before me, W. B. Hunt, Sr. and Robert A. Schwartz, to me personally known, who being by me duly sworn did say that they are President and Secretary-Treasurer, respectively, of the LAKEVIEW LAND COMPANY, INC., a corporation, and that said instrument was signed, sealed and delivered in behalf of said corporation, and the said W. B. Hunt, Sr. and Robert A. Schwartz severally acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal at Nashville, Tennessee this the day and year aforesaid.

Walter C. Carter
Notary Public

My Commission Expires: May 2, 1962



SEARCHED	INDEXED	FILED	DATE
			July 15 1960