

Prepared by *Mail*  
James G. Payne  
9305 Mountain Shadows Dr.  
Chattanooga, Tenn 37421

BOOK 4939 PAGE 227

**RESTRICTIVE COVENANTS ON MOLLYS MEADOW SUBDIVISION**

JAMES G. PAYNE hereby declares that he is the lawful owner in fee simple of all lots of Mollys Meadow Subdivision, as recorded in Plat Book 58 Page 90 in the Register's Office of Hamilton County, Tennessee desiring to promote the development thereof as a residential subdivision, and for the protection of it, its successors in trust or assigns, and the protection of future owners of any one or more of said lots, does hereby impose upon all of said lots, the following Restrictive Covenants, which shall run with the land, to-wit:

NOW THEREFORE, I, JAMES G. PAYNE, do hereby name item one (1), to read as follows:

1. All of said lots in said subdivision 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, with attached garage which may also be located in the basement, and which must be for a minimum of two cars. No carports are permitted.
2. No residence shall be designed, patterned, constructed, or maintained to serve or for the use of more than one 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.
3. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any street line or nearer than 10 feet to any interior lot line; further, there are certain setback requirements provided for and shown on the subdivision plat, which are incorporated in and made a part of these Restrictive Covenants. No structure, other than a swimming pool, appropriate pool facilities, outdoor fireplace, etc., of approximately ground level construction shall be located nearer than 25 feet to any rear lot line.
4. It is provided that not more than one dwelling house shall be erected or maintained on any one lot. This will not prevent the use of one or more lots or parts of lots as a single building plot of ground, providing that the division or rearrangement of boundary lines of subdivision lots shall not reduce the basic width and size of the original lots as platted, or increase the total number of lots in said subdivision, and that the same shall conform to zoning laws and subdivision regulations in effect thereon. No lot or any part thereof shall be used as a means of access (either public or private) to other lands or used for the installation of utilities serving other lands. However, developer does hereby reserve the exclusive right to use a lot or part of a lot as a means of public and/or private access to and from other lands and/or to use a lot or part of a lot for the installation and maintenance of utility and/or drainage and/or sewage lines serving other lands, and developer reserves the exclusive right to grant, transfer and convey these rights to others.

*\$20.00 Cash*

5. No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any trucks larger than pick-ups, or personal type vans are not permitted to be parked in subdivision.
6. Satellite dishes shall not be allowed, except the 18" small satellites. No radio towers or TV antennas.
7. Athletic equipment such as, but not limited to, basketball backboards shall not be permitted in front of any house.
8. 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 (8) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, 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. Notwithstanding anything herein to the contrary, developer and builders reserve the continuing right to maintain the temporary field office and the construction office trailer on any unsold lot in the subdivision as long as developer and builders are engaged in the development and marketing of the subdivision and/or in the construction of residences on lots in the subdivision.
9. 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.
10. No dwelling house shall be erected or permitted to remain on any lot in the subdivision unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screened porches, garages, eaves, steps and basements (whether finished or not), set forth below:
  - (a) All one level residences to be a minimum of 1,300 square feet.
  - (b) All other style residences to be a minimum of 1,700 square feet.
11. All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots. All lots must be sodded from street to front elevation of house.
12. It shall be permissible for developer to rearrange boundary line lots, if so desired, and to combine lots or parts of lots into one building plot, provided the same does not result in an increase in the number of lots once the subdivision plat has been recorded.
13. That no more than one dwelling shall be erected on any one of said lots and any building on the premises shall be neatly painted or stain. Outside colors must be

approved by the developer. Nor shall any asbestos siding be used in construction of residence. All blocks on residence must be brick or stone. Landscape work must be completed within 90 days of completion of house or occupancy. Each house shall have a gas light mailbox. This mailbox will be installed by the builder or individual building the house and paid by the owner. The same light is to be used on each lot. Light shall be #900.

14. Each residence constructed upon a lot must be served by a driveway, paved with concrete.
15. Each and every lot shall have constructed, a sidewalk set one (1) foot back from the curb. This sidewalk must be four (4) feet wide, and built to city standards. Sidewalks are to be constructed by the owner of the lot, at the end of his house construction.
16. No bathhouses or other buildings will be permitted to be erected or maintained without the written approval of developer of its location, style, materials and size.
17. Before any construction is commenced or carried out upon any lot, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to developer, and written approval thereof by developer must be procured. Because of the developer's intense concern that all of said lots develop into a subdivision of character and good taste, many factors will include, among other things, such consideration as; how the architectural style fits in with the other homes constructed in the subdivision, roof pitch, masonry and siding materials, window placement, driveway and garage door location and the like. A roof pitch must be a minimum 6/12 unless otherwise approved by the developer.
18. No sheep, swine, goats, 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 bordering the same. There shall be no kennels permitted on any lot in the subdivision. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.
19. 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.
20. 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 be removed when needed). Tree limbs, rocks and other debris must be kept out of the street. In the event that an owner fails, of his own violation, to maintain his lot in a neat and orderly condition, developer or Homeowners Association may enter upon said lot without liability and proceed to put said lot into condition billing cost of such work to the owner.

All property owners in the subdivision are requested to aid in keeping cars, trucks and delivery trucks off the curbs of the streets, as the same can easily be broken, particularly when new. Also, all owners of lots must keep the street clear of concrete blocks, concrete, and building materials while residence is under construction.

21. There shall be no detached garages, outbuildings or servants quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus, a bathhouse will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as otherwise set forth herein.
22. In the event of minor violation of these Restrictive Covenants, a waiver thereof may be made by developer. Any such waiver, shall be in writing and recorded in the Register's Office of Hamilton County, Tennessee.
23. No sign of any character shall be displayed or placed upon any part of the property except those advertising the property for sale or for rent and those used by the builder to advertise the property during the construction and sales period and signs referring only to the premises on which displayed. No such sign shall exceed twelve (12) square feet in size nor have an over all height exceeding five (5) feet in size nor have an over all height exceeding five (5) above ground level.
24. Any damage done to street, sidewalk or curbing by the owner of any lot or by contractor employed to build improvements on any lot will be repaired immediately at the expense of the owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the owner or contractor during the time of construction.
25. Fences are allowed no nearer the front line than the rear elevation of the residence. The design and materials used in such fence construction must be approved by the developer. All fences facing any roads must be constructed of wood and no more than five (5) feet in height. In the case of corner lots, no fence will be allowed closer to the side street than the corner of the house, and any fence facing a side street must be of wood construction.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgments or decree of any court record to be invalid, such action shall in no way effect the other provisions, which shall remain in full force and effect, the owner is hereby declaring that said restrictions are not interdependent by severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions, and reservations shall attach to and run with each and every one of the said lots of land and titles to, and estates therein, shall be subject

thereto and the same shall be binding upon each and every owner occupant of the same until January 1, 2017, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years thereafter unless, by action of a minimum of sixty-six and two-thirds percent (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 the 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 part of 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 these covenants, conditions and restrictions, and the obligation to observe and perform the same. These 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.

09/10/97 MISC 20.00 \*\*20.00 A

If any party or parties shall violate or attempt to violate any of the covenants or restrictions herein provided for before January 1, 2017 or within the extended time as hereinbefore provided for, it shall be lawful for the developer, their respective successors, heirs or assigns, or any person or persons owning any of said lots 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 attorney's fees.

WITNESS by hand this 10th day of September, 19 97.

James G. Payne  
JAMES G. PAYNE

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 10th day of September, 19 97, before me personally appeared JAMES G. PAYNE, to me known or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS by hand and Notarial Seal,



Robert F. [Signature]  
NOTARY PUBLIC

My Commission Expires: 1-5-2000

SEP 10 PM 2 01  
DEPUTY  
PT. # 943581

HAMILTON COUNTY  
STATE OF TENNESSEE  
REGISTER

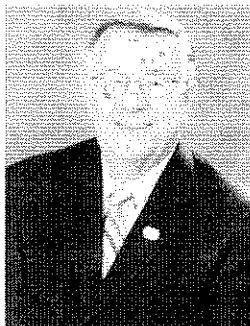
414844



**Hamilton County**  
**Assessor of Property**  
 Online Property Inquiry

Bill Bennett - Assessor of Property  
 6135 Heritage Park Drive  
 Chattanooga, TN 37416  
 Phone: (423) 209-7300 Fax: (423) 209-7301  
 Hours: Mon - Fri 8:00am-4:00pm except designated holidays

**Hamilton County Tennessee**  
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**Property Information**

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**Owner Name: HOCHMAN COLMAN S & LYNN B**

Property Image

**Property Address: 8564 FLOWERDALE DR**

<b>Map:</b> 171J	<b>Group:</b> F	<b>Parcel:</b> 005	<b>Land Use Code:</b> 111-ONE FAMILY HOUSEHOLD UNIT
<b>District:</b> 1-CITY	<b>Property Type:</b> 22-RESIDENTIAL		

**Lot Size:** 75.0X136.95IRR

**Deed Acres:** 0.0000

**Subdivision:** MOLLY'S MEADOW

**Legal Description:**

\*BOE CHANGE FOR 2009  
 LT 69 MOLLY'S MEADOW  
 PB58 PG90  
 OUT OF 171G-A-1 FOR 1998

**Mailing Address:**

8306 WATERS BEND LN  
 COLTEWAH, TN 37363

**Sales Information**

**3 results.**

DATE	CONSIDERATION	BOOK	PAGE
05/22/2001		5877	0006
03/18/1998		5056	0166
06/14/1996		4701	0248

**Residential Building List**

**1 results.**

STRUCTURE	BASE AREA	ADJUSTED AREA	YEAR BUILT
RS	844	1813	1998

**Commercial Building List**

**0 results.**

**Miscellaneous Improvements List**

**0 results.**

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