

Montgomery, Tenn.

RESTRICTIVE COVENANTS ON MONTGOMERY ESTATES

I, EVELYN MONTGOMERY, of Hamilton County, Tennessee, being the owner in fee simple of the Subdivision known as MONTGOMERY ESTATES, east of Delashmitt Road, as shown by Plat thereof prepared by J. V. Kilgore & T. E. Foley dated May 1971, consisting of thirty (30) Subdivision Lots, located in the Third Civil District of Hamilton County, Tennessee, to protect the value of the properties in the Subdivision, and to promote and develop an attractive residential subdivision, do hereby impose thereon for a period of fifty years from this date, the following Special Covenants and Restrictive Conditions, to-wit: -

1. That the lots shall be used for residential purposes only, and no structures or buildings shall be erected or maintained thereon other than detached single family dwelling houses, not to exceed two stories in height with basement and attached private garage or carport for a minimum of two cars. Out of door recreation facilities, swimming pools and Bar-B-Q pits are specifically permitted wherein they are located to the rear of the front line of the dwelling. Any construction commenced shall be completed within nine months, any violators shall pay Ten Dollars per day.
2. That the dwelling house shall be so constructed as to front the street on which the lot is platted to front; provided that as to corner lots, the dwelling may front either street or the corner at the intersection of the streets. No building shall be erected or maintained nearer than 35 feet to the front street or 20 feet to a side street or 10 feet to any interior line excluding steps, and open porches without roofs. No structure other than swimming pool or Bar-B-Q or recreational facility shall be less than 25 feet from the rear line.
3. No building shall have exposed concrete block or cinder block nor shall any asbestos siding, stucco or cedar shakes, imitation brick or stone or aluminum siding be used.
4. That no dwelling house shall be erected in the subdivision having a ground floor area, by exterior measurements of less than 1800 square feet exclusive of porches, breeze-ways, garages and car-ports. In addition, where the garage is beneath the main level, then the minimum area shall be 2000 square feet off which 1800 square feet is on the main level. On split foyer homes with garage and basement, the main level shall have at least 1800 square feet on the main level. On split level homes with garage attached, the upper two levels shall have a minimum of 1800 square feet. On two story homes the minimum area will be 2000 square feet with 1200 square feet on the first floor except where the garage is in the basement the minimum area of the first floor will be 1400 square feet.
5. It shall be permissible to rearrange boundary lines of lots, if so desired, and combine lots or parts of lots into one building plot, providing each building plat has a minimum of 10,000 square feet and a minimum of 85 foot frontage on the street to which the lot is platted to front. Easements must be relocated if boundaries are relocated. In such cases the provisions of item 2 above shall apply to the property lines thus formed.
6. That no lot or part of a lot shall be used for residential purposes until a dwelling house conforming fully to the provisions herein shall be erected thereon. No trailer, tent, shack, incomplete structure or outbuilding shall be at any time used for residential purposes either temporarily or permanently. No junked autos may be left or permitted to remain outside an enclosed garage. Nor shall there be any truck habitually parked in driveways therein nor shall any trailers or boats be kept on premises unless in garage or carport.
7. 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, by reason of smoke, odor, dust or noise.
8. That no fowls, horses, mules, burros, cattle, sheep, goats, swine or other like animals shall be kept or permitted to remain upon the premises. Dogs and cats are permitted except where raised for commercial purposes.
9. No fence or wall shall be erected, placed or altered above grade level on any lot nearer to the street than the rear line of the dwelling, nor at the rear or side lines where they might be objectionable as to view from the street.

10. No lot or part of a lot shall be used as a dumping ground for rubbish. All incinerators for storage or disposal of such shall be kept sanitary and clean. All outdoor garbage cans must be stored below ground or in a manner so as not to be visible from the street.

11. Driveways shall be concrete or hot mix asphalt from the street curb to garage or carport.

12. That before any dwelling on the premises shall be occupied, a private sewage and waste disposal system shall be installed on the premises, conforming to the requirements of the County Board of Health, and all sewage and waste disposal turned into the same, and it shall be continuously maintained in proper state of sanitation; provided, that if an approved general sewage system should be made available, for the use of the community, upon proper connection therewith, the private disposal system may be abandoned.

13. No building shall be erected, placed or altered on any lot until construction plans and specifications and a location plan has been submitted and approved in writing by the owner of the subdivision as to the quality or workmanship and materials, harmony of exterior design with existing structures and location with respect to topography and finished grade of the lot. The approval or disapproval of submitted plans shall be in writing and failure to approve or disapprove within 15 days will constitute conclusive approval and all related covenants shall be deemed fully complied with.

Should any party, either owner or tenant, violate or attempt to violate any one or more of the Restrictive Covenants above set forth, then the party or parties guilty of such Violation or attempted violation shall be subject and liable at the suit of Evelyn Montgomery, her heirs or assigns, or of the then constituted public authorities, to be enjoined by proper process from such violation, and shall be liable for court costs and reasonable attorney's fees incident to such injunction proceedings, which shall be treated and considered as liquidated damages, and shall be further liable for such other damages as may accrue. Evelyn Montgomery shall not in anyway be held liable or responsible, in damages or otherwise, for any violation or attempted violation or said restrictive covenants by any other party or parties, nor shall she be under any legal requirements to institute any proceedings, by suit in court or otherwise, to enforce the same, or to prevent any violation or attempted violation thereof.

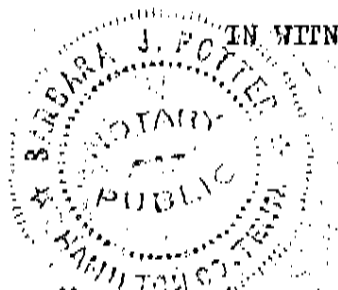
IN WITNESS WHEREOF I, Evelyn Montgomery have hereunto set my hand, on this day.

Evelyn Montgomery

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the 11 day of April, 1972, before me personally appeared Evelyn Montgomery, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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



Barbara J. Potter
Notary Public

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My commission expires:

MY COMMISSION EXPIRES OCTOBER 8, 1975

IDENTIFICATION
REFERENCE

APR 11 2 15 PM '72

DOROTHY F. DRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE