

12-563-564

RESTRICTIVE COVENANTS

Prepared by
Ross L. Mosley
903 Mt. Belvoir Drive
Chattanooga, Tenn.

WHEREAS, ROSS L. MOSELEY and wife, BETTY G. MOSELEY, are the owners of the majority of the lots in WANCH HILLS, UNIT THREE (3), as shown by plat of record in Plat Book No. 59, page 126, in the Register's Office of Hamilton County, Tennessee, and

WHEREAS, in order to promote a desirable subdivision and a well-planned residential area, the following restrictive covenants are hereby imposed upon all lots in said subdivision presently owned by the said Ross L. Mosley and wife, Betty G. Mosley:

1. That no dwelling houses shall be erected or maintained thereon having a ground floor area, by exterior measurements, exclusive of porches, breezeways, garage or basement, of less than 1,050 square feet, either one level or two level structures.
2. That no dwelling houses shall be erected thereon until house plans have been approved by developer.
3. That the dwelling houses and other buildings or improvements shall not have any exposed concrete blocks, nor shall any asbestos siding be used in the construction thereof, in whole or in part, and front of dwelling shall have (or receive masonry to window level.
4. That no building shall be located on any one of the said residential building plots nearer to the front line of the street bounding same than 25 feet; or nearer than 10 feet to any side line or alley and on all corner lots the building must be 20 feet from the side street.
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 such building plot so formed shall have a minimum area of 10,000 square feet, and a minimum street frontage of 80 feet, and shall in any event conform to requirements of zoning laws or regulation in effect thereon. In such cases, the provisions of Item 4 above shall apply to the property lines thus formed.
6. That 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 "(6)" being to prevent the use thereon of a garage, incomplete structure, trailer, tent or other structure as a temporary living quarter before, or pending the erection of a permanent dwelling. Also no trailer shall be allowed as a permanent or temporary structure on any lot.
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 or objectionable by reason of smoke, dust, odor or noise, especially, in regards to using said property as an automobile or truck repair shop or parking area.
8. No livestock, including fowls, shall be allowed to run at large and unconfined upon the premises, nor in the streets bounding the same; and no sheep, goats, swine, or similarly objectionable animals shall be kept or permitted to remain thereon, and also the raising of dogs or cats shall be allowed, but this does not mean that individual pets are disallowed.
9. Until such time as a sanitary sewer system may be available to serve the area a sewage disposal system constructed in accordance with the requirements of the Hamilton County Board of Health shall be installed to serve each dwelling.
10. In the event any one or more of the foregoing stipulations be invalidated by judgement of any court of competent jurisdiction, the same shall in no manner affect any of the other covenants, but they shall remain in full force and effect.
11. Yard work and exterior of house must be completed within six months of starting date. All work must be completed within one year of starting date.

Should any one of the foregoing stipulations be violated at any time by the grantee or grantees, and/or their heirs and assigns, or anyone deriving title or rights from or through them, then they or either of them shall be subject and liable at the suit of Ross L. Mosley and wife, Betty G. Mosley, their heirs and assigns, or by the then constituted public authorities to be enjoined by proper process from violating this contract and shall be liable for costs and reasonable attorney's fees incident to such injunction proceedings which costs and attorney's fees are agreed upon as liquidated damages and shall be liable for such other additional damages as may accrue.

WITNESS our hands this 1st day of July, 1966.

Ross L. Mosley
Ross L. Mosley

Betty G. Mosley
Betty G. Mosley

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this _____ day of _____, 1966, before me personally appeared ROSS L. MOSELEY and wife, BETTY G. MOSELEY, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.
WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: 7-11-67

STATE OF TENNESSEE, HAMILTON COUNTY:
The above instrument and Certificate were filed Nov 3, 1966 at
1:06 P.M. entered in Note Book No. 59 Page 126 and recorded
in Record Book 1697 Page 563.
WITNESS my hand at office in Chattanooga, Tennessee.
Loisly P. Grannis Register

RECORD BOOK 1697