COH, III/vf/5893

## RESTRICTIVE COVENANTS ON OAK MEADOWS SUBDIVISION PHASE I

whereas, Jack Walker and wife, Nelen C. Walker, and Raymond C. Gorrell and wife, Sharon Gorrell, are the owners of property in Hamilton County, Tennessee, which has been subdivided and is now known as Oak Meadows Subdivision. Phase T. as shown by plat of record in Book 3, page 8, in the Register's Office for Hamilton County, Tennessee; and,

WHEREAS, it is the intent, purpose, and desire of Jack A. Walker and wife, Helen C. Walker, and Raymond C. Gorrell and wife, Sharon Gorrell, to insure the proper development of said subdivision into an exclusive residential section, and for such purposes there is hereby imposed upon the above named subdivision the Restrictive Covenants and conditions hereinafter set forth, which shall be a part of the land, the same being for the use and benefit of the present and future owners of lots in said subdivision, and to be effective whether mentioned in subsequent conveyances or not:

- 1. All of said lots shall be used for residential purposes only, and the same shall be restricted to single-family residences. No structure in this subdivision shall exceed two stories in height, excluding basement, and garages or carports must be attached to, or constitute a part of the dwelling. All driveways from street to garage or carport shall be concrete surface.
- 2. The minimum set-back line of each dwelling from the street it faces shall be twenty-five (25) feet; and, no dwelling shall be located nearer than Twenty (20) feet to any side street line, exclusive of any porches, stoops, steps, etc.
- 3. The minimum living area of each residence shall not be less than One Thousand Seven Hundred (1,700) square feet exclusive of porches, breezeways, garages, carports, etc. (Excepting that Jack A. Walker and wife, Helen C. Walker, and Raymond C. Gorrell and wife, Sharon Gorrell, their heirs or assigns reserve the right and privilege of reducing the minimum square foot area to as low as One Thousand Five Hundred (1,500) square feet, as to any one or more lots, when it is deemed proper and desirable to do so). Only one single-family residence shall be erected on each building lot. It shall be permissible to use one or more lots, or parts of lots, to form a single building lot, provided, however, that this shall not result in creating any additional lots, and no lots formed shall be less than the minimum size of lots in the subdivision.
- 4. Exterior of all buildings, other than as hereinset forth, shall be acceptable wood or masonry construction, or other siding which may be acceptable to and approved by Jack A. Walker and wife, Helen C. Walker, and Raymond C. Gorrell and wife, Sharen Gorrell, their heirs and assigns, with the following provisions and exceptions:
- (a) In the case of split-level dwelling or a two-story dwelling, any desired materials, except asbestos and perma-stone, may be used for the exterior above the top level of windows in the upper portion of the split-level, or on the second story of a two-story building.
- (b) Masonry will not be required on the rear elevation of the house, excepting as to corner lots, there must be some masonry construction on the rear elevations.
- (c) If a portion of the front elevation is under a covered porch, such portion of the exterior as is under the covered porch may be other than masonry, providing the foundation is of masonry construction.
- (d) If mountain stone is used for exterior of the foundation of a residence, then the requirements of masonry construction may stop at the top level of the foundation and other material may be used above the foundation.
- (e) The designation of masonry construction shall not include stucco, excepting that it will be permissible to use stucco finish for foundation only, on rear elevation.

- 5. The dwelling erected in the subdivision shall face the street on which the lots are platted to front; but as to corner lots, the dwelling may face or front either street, or angled to front the corner at the intersection of the streets. It shall be set-back a minimum distance of Twenty-five (25) feet from each of said streets, in the most direct line from the corners of the residence to the street lines. Sidewalks of 3 feet in width must be built during construction of each residence along all street frontage.
- 6. No structure on any lot shall be occupied until a dwelling house, including yard work, conforming fully to the provisions of this instrument, shall have been erected and fully completed thereon. Once the footings of any building shall be poured, construction must progress continuously (with allowance for weather shall be poured, construction and availability of materials) until the building or buildings are fully completed, and the exterior (including yard work) must be completed within seven months from commencement of construction. Otherwise, the owner of any lot violating this provision shall be liable to Jack A. Walker and wife, Helen C. Walker, and Raymond C. Gorrell and wife. Sharon Gorrell, their heirs and assigns, for damages at the rate of Twenty and 00/100 (\$20.00) bollars per day, until said exterior and all yard work is completed and to payment of such court costs and attorney's fees as may be incurred in the enforcement of this provision. Grantor reserves right to change commencement and completion dates of construction on an individual lot basis.
- 7. All of the streets and roadways shown on the plat of survey are hereby dedicated to the public use for street and roadway purposes and shall be subject to the duly constituted public authorities. Any damage done to streets or curbing by the owner of any lot or by a contractor employed to build a residence on any lot will be repaired immediately at the expense of the owner or contractor.
- 8. All yards along street fronts must be of sod or other type grasses approved by the developer so as to conform to the subdivision standards sought to be obtained by developer.
- 9. No trailer, mobile home, tent shack or other similar structure shall be placed or permitted to remain on any lot in the subdivision, nor shall any incomplete structure be used as a residence, temporarily or permanently. A camper or travel home and a boat trailer (nor more than one of each) may be kept on any lot in the subdivision, providing the same shall be located and kept to the rear of the rear elevation of the residence of the lot, and shall not be used for residential purposes, temporarily or permanently. No such camper or travel or boat trailer, nor any other large vehicle (such as tractor trailer) shall be parked or kept on any of the streets in said subdivision.
- 10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 Twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within Ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be allowed to extend nearer to front of lot than the front line of residence.
- ll. No signs of any advertising nature shall be permitted on any lot or building, however, signs may be erected by the subdivison owners and/or builders and selling agents during the development and sale of the entire property. This shall preclude the placing of "For Sale" and "For Rent" signs on lots in the subdivision not to exceed a height of four feet and a width of three feet.
- 12. No fowls or animals, other than the usual domestic pets, shall be kept or permitted to remain on the premises; and there shall be no kennels and commercial breeding of any such domestic pets on any lot in the subdivision.

- 13. No noxious or offensive trade or illegal use of any kind shall be made or carried on upon any lot, nor shall anything be placed or done on any of said property which is or may become a nuisance or any annoyance to the neighborhood.
  - 14. No private sewage disposal system will be allowed.
- 15. 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 (25) years from the date these covenants are recuried, after which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- 16. In the event any one or more of the Restrictive Covenants above set forth shall be violated by any party, either owner or tenant, then the party or parties guilty of such violations shall be subject and liable at the suit of said Jack A. Walker and wife, Helen C. Walker, Raymond C. Gorrell and wife, Sharon Gorrell, their heirs and assigns, or of the then constituted public authorities, to be enjoined by proper process from such violation and shall be liable for the payment of all costs and reasonable attorney's fees incident to litigation, which are agreed upon as liquidated damages, and shall be liable for such other and additional damages as may accrue.
- 17. Invalidation of any one or more of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- Jack A. Walker and wife, Helen C. Walker and Raymond C. Gorrell and wife, Sharon Correll, their heirs and assigns, reserve the right to waive any violation of said Restrictive Covenants, which they deem to be minor in character and not to adversely affect the overall purpose sought to be attained by these Restrictive Covenants.

Jack A. Walker and wife, Helen C. Walker, and Raymond C. Correll and wife, Sharon Gorrell, hereby reserve unto themselves, their heirs and assigns, the right and privilege of using any one or more lots, or any part or parts thereof, for roadway purposes to provide access to adjoining lands, and, further reserve the right and privilege of dedicating same to the public use forever.

WITNESS our hands this the \_// day of \_ 19 87\_-

> 20 Oran SHARON CORRELL

STATE OF TENNESSEE COUNTY OF HAMILTON

On this pt day of Section 1997, before me personally appeared JACK A. WALKER and wife, HELEN C. WALKER, to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed on the basis of satisfactory evidence) to be the persons described in and who execut 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: 7/14/8.8

STATE OF TENNESSEE COUNTY OF HAMILTON

On this 10 day of September 1987, before me personally appeared RAMANNO C. GORRELL and wife, SHARON CORRELL, to me (or proved to me on the basis of satisfactory evidence) 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: 817.89

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IDENTIFICATION REFERENCE

09/14/87 MISC

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SEP 14 | 52 PM '87

SARAH P. DE FRIESE REGISTER HAMILTON COUNTY STATE OF TENNESSEE

## ASSIGNMENT OF RESTRUCTURE COVENANT AGREEMENT

11/30/90 MISC

8.00

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This Assignment made and entered into this 34k day of November, 1990, by Cherokee Valley Federal Savings

WHEREAS. Assignor is the former owner of certain real estate located in Hamilton County. Tennessee known as the Oak Meadows Subdivision, Phase I. shown by plat of record in Book 43. page 8 in the Register's Office of Hamilton County, Tennessee (herein "Oak Meadows Subdivision"); and

WHEREAS, Assignor imposed certain restrictive covenants and conditions on the Oak Meadows Subdivision by instrument designated as Restrictive Covenants on Oak Meadows Subdivision Phase I recorded in Book 3398, pages 612-615 in the Register's Office of Hamilton County, Tennessee ("Restrictive Covenants"); and

WHEREAS, Bell Development Company, Inc. has succeeded to the interest of Assignor in the Oak Meadows Subdivision by reason of a Warranty Deed recorded in Book 3745, page 321, in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, the Assignor's desire to assign all his rights, title and interests in the Restrictive Covenants to Bell Development

NOW, THEREFORE, in consideration of One (\$1.00) Dollar in hand paid and other good and valuable consideration the receipt of which are hereby acknowledged, the Assignor hereby assigns, transfers and conveys unto Bell Development Company, Inc., its successors and assigns, all of the Assignor's rights, title, and interests in, to and under the Restrictive Covenants, and the Assignor shall have no further rights, duties, or privileges under the Restrictive Covenants.

IN WITNESS WHEREOF, the Assignor has executed this Agreement on the date set forth below.

11-19-

Date

Robert Varnell

STATE OF TENNESSEE: COUNTY OF BRADLEY:

On this 19th day of November, 1990, before me personally of satisfactory evidence), to be the person described in and the executed the foregoing instrument and acknowledged he executed the

In witness my hand and notarial seal-

(Anderso) -

Notary Public

This instrument Prepard By: Cherokee Valley Federal Savings Bank 650 25th St. P.O. Box 2550 Cleveland, TN 37320-2550

ITEL HITTON OF TENHESSET

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126 - Lawyers

This Assignment made and entered into this 244 day of 1990, by Jack A. Walker and wife, Helen C. Walker, and Raymond C. Gorrell and wife, Sharon Gorrell (herein "Assignors").

WHEREAS, Assignors are the former owners of certain real estate located in Hamilton County, Tennessee known as the Oak Meadows Subdivision, Phase I, shown by plat of record in Book 43, page 8 in the Register's Office of Hamilton County, Tennessee (herein "Oak Meadows Subdivision"); and

WHEREAS, Assignors imposed certain restrictive covenants and conditions on the Oak Meadows Subdivision by instrument designated as Restrictive Covenants on Oak Meadows Subdivision Phase I recorded in Book 3398, pages 612-615 in the Register's Office of Hamilton County, Tennessee ("Restrictive Covenants"); and

WHEREAS, Cherokee Valley Federal Savings Bank has succeeded to the interest of Assignors in the Oak Meadows Subdivision by reason of a Trustee's Deed recorded in Book 1676, page 207, in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, the Assignors' desire to assign all their rights, title and interests in the Restrictive Covenants to Cherokee Valley Federal Savings Bank.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar in hand paid and other good and valuable consideration the receipt of which are hereby acknowledged, the Assignors hereby assign, transfer and convey unto Cherokee Valley Federal Savings Bank, its successors and assigns, all of the Assignors' rights, title, and interests in, to and under the Restrictive Covenants, and the Assignors shall have no further rights, duties, or privileges under the Restrictive Covenants.

IN WITNESS WHEREOF, the Assignors have executed this Agreement on the dates set forth below.

7-24-90	Cock a Walker
Date	Jack A. Walker
7-24-90	/ Melanc Waller
Date	Helen C. Malker Jack
7-24-80:	(e)
Date	Raymond E. Gorrell
7-> 90	- 2010 Dec
Date	Sharon Gorrell

CK#001411

STATE OF TENNESSEE: COUNTY OF HAMILTON:

On this Aday of Wy, 1990, before me personally appeared Jack A. Walker and Wife, Helen C. Walker, to me known (or proved to me on the basis of satisfactory evidence), to be the persons described in and who executed the foregoing instrument and acknowledged they executed the same as a true act and deed.

In witness my hand and notarial seal.

Notary Public

My Commission Expires: \_\_\_\_\_

MY COMMISSION EXFIRES JAN 20 1993

STATE OF TENNESSEE: COUNTY OF HAMILTON:

Trade Parties

On this 24th day of \_\_\_\_\_\_\_\_, 1990, before me personally appeared Raymond C. Gorrell and wife, Sharon Gorrell, to me known (or proved to me on the basis of satisfactory evidence), to be the persons described in and who executed the foregoing instrument and acknowledged they executed the same as a true act and deed.

In witness my hand and notarial seal.

Notary Public

My Commission Expires: Sect. 4, 1991

This Instrument Prepared By: Strang, Fletcher, Carriger, Walker, Hodge & Smith 400 Krystal Building, One Union Square Chattanooga, Tennessee 37402

11.30/90 MISC

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