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B2-2341

480 IN CONSIDERATION of One (\$1.00) Dollar and other valuable considerations paid, the receipt of all of which is hereby acknowledged; We, THE ADMINISTRATION AND TRUST COMPANY and GEORGIA C. HECK, Trustees under the Will of B. W. Beck, deceased, as shown by records in the County Court Clerk's Office of Hamilton County, Tennessee, in Will Book 5, page 600, and MARY E. HON and J. MELVILLE WARRENFELLS, tenants in common, hereby declaring that we hold the property hereinafter described as tenants in common, that the same has not been divided by parol agreement or otherwise, do hereby sell, transfer and convey unto L. R. EALE the following described real estate in the Second Civil District, Hamilton County, Tennessee:

Lot Three (3), Block Twelve (12), Shady Grove Addition, as shown by plat of record in Plat Book 17, page 96, in the Register's Office of Hamilton County, Tennessee. According to said plat, said lot fronts seventy-eight (78) feet on the northwest line of South Lovell Avenue and extends northwestwardly, between parallel lines a distance of one hundred thirty-three (133) feet to the southeastern lines of Lots Three (3) and Four (4), Block Four (4), Shady Grove addition, as shown by plat of record in Plat Book 14, page 85, in said Register's Office.

SUBJECT to the Zoning Act as passed by the State Legislature, Private Acts of 1939, Chapter 460, House Bill No. 1528, as adopted by resolution of the County Council of Hamilton County, Tennessee, on August 13, 1941, and any amendments thereof.

SUBJECT TO easement as set out in the instrument executed by the Administration and Trust Company, Trustees, et al., to the City of Chattanooga, dated June 22, 1951, and recorded in Book 1058, page 299, in the Register's Office of Hamilton County, Tennessee.

Taxes for the year 1954 are to be prorated between the grantors and the grantee as of this date.

And the further consideration is as follows:

- (1) Said plot shall be known and described as a residential lot and no structure shall be erected on said residential building plot other than a one detached single-dwelling, not to exceed two stories in height and a one or two car garage; and said garage must be built of equal materials with the dwelling place on said lot, and said garage must be under or attached to said residential building, and when suitable, attached garage to be entered from the side or rear.
- (2) No building shall be erected on said residential building lot nearer than thirty-five (35) feet to the street on which it faces, nor shall any dwelling be erected nearer than ten (10) feet to any side line of said lot, and twenty (20) feet from the side street line on a corner lot.
- (3) When the erection of a dwelling is started on said plot, said dwelling must be completed within six (6) months from the date of the pouring of the footings for said dwelling.
- (4) No noxious or offensive trades 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.
- (5) No structure shall be moved onto said lots unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with the existing structures in the tract.
- (6) No building shall be erected on said lot until the design, plans, construction and location thereof have been approved in writing by a committee appointed by the subdivider. However, in the event that such committee is not in existence or fails to disapprove such designs, plans, construction or location within fifteen (15) days, then such approval will not be required, provided the design, plans, construction and location on the lot conform to and are in harmony with existing structures in the tract. In any case, either with or without the approval of the committee, no structure or dwelling shall be constructed containing less than nine hundred fifty (950) square feet of floor space in the living area of the first floor alone: (this excludes the breezeways, porches, garages, etc.).
- (7) No trailer, basement, tent, shack, garage, barn or other outbuildings erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary nature be permitted.
- (8) Easements: Ten (10) feet drainage easement between Lots Six (6) and Seven (7).
- (9) Said lot when built upon shall be provided with septic tanks and grease traps meeting with the approval of the State Board of Health.
- (10) That said lot be served with municipal water and electricity.
- (11) These covenants and restrictions are to run with the land, and shall be binding on all parties and all persons claiming under them, until January 1, 1980, at which time the said covenants and restrictions herein contained, shall terminate, however the covenants and restrictions herein contained, or any portion thereof, may be extended for additional period of time by a majority of the owners of the property in the subdivision herein affected.
- (12) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Should either one of the above stipulations be violated at any time by the grantee, its successors 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 the grantors, their successors or 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 also be liable for such other and additional damages as may accrue.

The grantee herein by the acceptance of this deed, agree to the foregoing conditions and accept title to this property on said conditions.

The entire contract between the parties hereto is stated in this deed and the restrictions and limitations are solely for the benefit of the grantors and the question of further development, either of the property herein conveyed, or the properties of the grantors, or of the other improvements is no part of the consideration, to all of which the purchasers agree.

TO HAVE AND TO HOLD the same unto the said L. R. HALE, his heirs and assigns, forever in fee simple. THE ADMINISTRATION AND TRUST COMPANY, Trustee under the will of B. W. Beck, deceased, as shown by the records of the County Court Clerk's office of Hamilton County, Tennessee, in Will Book 5, page 600, covenants that, as such Trustee, it is lawfully seized and possessed of said real estate, has full power and lawful authority to sell and convey the same; that the title thereto is clear, free and unencumbered, except as hereinabove mentioned, and it, as Trustee only, and not individually, warrants the title to the above described property, except as hereinabove set out, in as full and ample manner as it, as such Trustee, has authority to do, but no further or otherwise;

And, we, GEORGIA C. BECK, Trustee under the Will of B. W. Beck, deceased, as shown by the records of the County Court Clerk's office of Hamilton County, Tennessee, in Will Book 5, page 600, and MARY E. HON, and J. MELVILLE WARRENPELLS, tenants in common, covenant that we are lawfully seized and possessed of said real estate, have full power and lawful authority to sell and convey the same; that the title thereto is clear, free and unencumbered, except as hereinabove mentioned, and we will forever warrant and defend the same against all lawful claims.

IN WITNESS, WHEREOF, THE ADMINISTRATION AND TRUST COMPANY, Trustee, has caused these presents to be executed by its Secretary-Treasurer, and its corporate seal hereto affixed at Chattanooga, Tennessee; and

WITNESS the hands of GEORGIA C. BECK, Trustee, and MARY E. HON, and J. MELVILLE WARRENPELLS, on this the 28th day of August, 1954.

THE ADMINISTRATION AND TRUST COMPANY, Trustee

By *E. Y. Chapin* Secretary-Treasurer *com*

*Georgia C. Beck*  
Trustee

*Mary E. Hon*  
Mary E. Hon

*J. Melville Warrenpells*  
J. Melville Warrenpells

STATE OF TENNESSEE)  
COUNTY OF HAMILTON)

Before me, *I. J. Farnsworth*, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared E. Y. CHAPIN, JR., with whom I am personally acquainted, and who upon oath acknowledged himself to be the Secretary-Treasurer of THE ADMINISTRATION AND TRUST COMPANY, Trustee, one of the within named bargainors, a corporation, and that he, as such Secretary-Treasurer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such Secretary-Treasurer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal at office in the State and County aforesaid on this the 28<sup>th</sup> day of August, 1954.

*I. J. Farnsworth*  
Notary Public

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STATE OF TENNESSEE  
COUNTY OF HAMILTON

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On this 24th day of August, 1954, before me personally appeared MARY E. HON, to me known to be one of the persons described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal.



M. Hunter  
Notary Public

My commission expires:

July 17 1956



STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 24th day of Aug., 1954, before me personally appeared GEORGIA C. BECK, Trustee, to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that she, as such Trustee, executed the same as her free act and deed.

WITNESS my hand and Notarial Seal.



Gladyce A. Morris  
Notary Public

My commission expires:

Jan. 7, 1948

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 23rd day of August, 1954, before me personally appeared J. MELVILLE WARRENFELLS, to me known to be one of the persons described in and who executed the foregoing instrument, and acknowledged that he, executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

M. Hunter  
Notary Public

My commission expires:

July 17 1956



EASEMENTS

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WHEREAS, a tract of land in the Second Civil District, Hamilton County, Tennessee, has been subdivided, being now known as Harold McGee Subdivision, Third Unit, as shown by Plat of record in Plat Book 18, page 1, in the Register's Office, Hamilton County, Tennessee; and,

WHEREAS, it is desired to create certain Easements affecting part of the lots in the Subdivision, so that conveyances of said lots as hereafter made will be subject thereto, the same to constitute covenants running with the land;

NOW, THEREFORE, I, HAROLD MCGEE, TRUSTEE, being the owner of the above mentioned tract of land, and of all lots in said Harold McGee Subdivision, Third Unit, do hereby create the following Perpetual Easements:

An Easement five (5) feet in width, the center line of which is located along the dividing line between Lots Nos. Sixteen (16) and Seventeen (17), Harold McGee Subdivision, Third Unit, as shown by Plat of record in Plat Book 18, page 1, in the Register's Office, Hamilton County, Tennessee, for the construction and maintenance of a surface drain, over and upon which surface water may drain. It is provided that such five (5) foot strip of land may be seeded or sodded with grass, but the same shall not be filled or leveled, but must be so maintained that surface water will drain along the same; and no obstructions to such drainage may be placed thereon.

An Easement five (5) feet in width, along the Western or Northwestern line of Lot No. Fifteen (15), Harold McGee Subdivision, Third Unit, as shown by Plat of record in Plat Book 18, page 1, in the Register's Office, Hamilton County, Tennessee, to be used solely as a Walkway, the main intent and purpose of providing this Easement being to afford access by such Walkway to the Hamilton County School Property lying adjacent to the Subdivision, for the convenience of the Subdivision and area.