

Prepared by: ^{file} EnDevCo, Inc., Curtis A. Swift, President

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RESTRICTIVE COVENANTS ON COUNTRY VILLAGE SUBDIVISION, UNIT ONE

WHEREAS, EnDevCo, Inc., a Tennessee corporation, is the owner of certain property the title of which is held in trust for it by Milligan-Reynolds Guaranty Title Agency, Inc., a Tennessee corporation, a portion of which has been platted and subdivided and consists of Lots One (1) through One hundred Thirteen (113), Unit One, Country Village Subdivision, (hereinafter sometimes referred to as "subdivision") in the Second Civil District of Hamilton County, Tennessee, said plat recorded in Plat Book 32, page 59, the Register's Office of Hamilton County, Tennessee, by EnDevCo, Inc., and said corporation has executed this instrument to impose Restrictive Covenants thereon; and

WHEREAS, it is the purpose and intent of EnDevCo, Inc., to insure the development of said subdivision into a restricted residential section, and for such purposes there is hereby imposed upon said property, and each and every lot in said subdivision (except that none shall apply to the property and lots designated on said plat as Lots Fifty Three and Fifty Four) the Restrictive Covenants and conditions hereinafter set forth, which shall be a part of the consideration of purchase of each and every one of said lots in said subdivision (except Lots 53 and 54 as aforesaid), all of which shall run with the land, the same being for the protection, use and benefit of the present and future owners of said lots in said subdivision, and are fully effective whether recited in subsequent instruments of conveyance or not.

These Restrictive Covenants are in addition to any governmental regulations or requirements which may now or in the future affect said lots or any of them; and whether or not expressly so stated in the Deed of Conveyance of any one or more of said lots, each conveyance shall be subject to them and to the Zoning Act as passed by the State Legislature, Private Acts of 1939, Chapter 460, as adopted by Resolution of the County Council of Hamilton County, Tennessee, on August 13, 1941, and any amendments thereto.

1. Lots shall be used for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and attached garage or carport; however, outdoor recreation facilities, such as a swimming pool with or without bathhouse, or barbecue pit, or small metal or wood lawn equipment storage building (but only if approved as hereinafter provided for dwellings), is permitted. Parking of recreational vehicles, campers, boats, and all trailers is prohibited in all front and side yards; parking thereof is expressly confined and restricted to within garages and rear yards.

2. No dwelling house shall be designed, patterned or constructed for the use of, or to serve, more than one single family, and no dwelling house shall be used as a multiple family dwelling at any time.

3. No part of any lot shall be used for residential purposes until first a fully completed dwelling house, including yard work, conforming completely with the provisions of this Instrument and the approved plans and specifications, shall have been erected thereon, the intent of this section being specifically to prevent the use on any lot of a garage, incomplete structure, shack, barn, trailer, tent, outbuilding, or other structure of any type or kind as a temporary or semi-permanent living quarters before, pending, or during the erection or construction of a dwelling house which complies fully with the provisions of this Instrument and the approved plans and specifications. No structure of a temporary character shall be erected, placed, or permitted to remain on any lot except during the period of construction.

4. No dwelling house shall be erected or permitted to remain on any lot in this Subdivision unless it has at least twelve hundred (1200) square feet of enclosed living area, exclusive of open or screened porches or decks, carports, garages or basements, on its main floor. It is expressly stipulated that the "main floor" of the type of residential construction known as "split level" construction must be exposed for full wall height on three sides in order to be eligible for computation to meet the minimum square footage requirement of this paragraph. In the event there is any

question as to sufficiency of square footage on the main floor, the decision of the Architectural Control Committee (hereinafter provided for) shall be final.

5. No asbestos siding or artificial stone shall be used on the exterior of any dwelling house or permitted bathhouse or storage building on any lot; nor shall any concrete block be exposed to public view from any side of such dwelling house or permitted recreational structure unless it is fully veneered.

6. Every dwelling house shall have a conventional and acceptable appearance from the main street fronting each lot. But no construction of any structure shall be commenced or carried on, nor hereafter altered, changed, nor added to, until the construction plans and specifications and a plan showing the location on the lot of the structure (including septic tank and field line, if applicable, and additional structures as provided for in paragraph 8 hereinbelow, and every alteration, change, or addition to any one or more of said structures or septic tank) has been submitted to and approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to other nearby or adjacent structures, topography, and finish grade elevation, and has been submitted to and approved by the Chattanooga-Hamilton County Health Department as may be required by the subdivision rules and regulations of Hamilton County, Tennessee. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building front setback line unless specifically approved in writing by the Architectural Control Committee.

7. Once the footings of any dwelling house or structure have been poured, construction must progress continuously until the building is completed, including all yard work. It is expressly stipulated that temporarily or permanently abandoned, or apparently abandoned, incomplete structures or dwellings adversely affect all values of both improved and unimproved real property; therefore, unless construction of any structure including every alteration and addition thereto on any lot has been fully completed in compliance with all terms of this Instrument and the approved plans and specifications thereof within twelve (12) months from the date the pouring of footings commenced, or commencement of construction of any addition or alteration thereto, (time being of the essence of this provision), the owner(s) of the lot upon which such incomplete structure is situated agrees, as part of the consideration for the sale of such lot, to pay to EnDevCo, Inc. (for whom Milligan-Reynolds Guaranty Title Agency, Inc., holds title as Trustee as the owner and developer of this subdivision), or its successors, the sum of Ten (\$10.00) Dollars per day as liquidated damages for each and every day such structure remains unfinished after the expiration of said twelve (12) month period. Enforcement by collection procedures, including legal proceedings, may be instituted periodically for the then accrued liquidated damages, at the option of EnDevCo, Inc., or its successors. All costs of collection, including a reasonable attorneys' fee, shall be paid by the owner(s) of said lot upon which the incomplete structure is situated.

8. No building shall be located on any lot nearer to the front line, the side street line, the side lot line, the rear lot line, or the setback line than the greatest distance of such of those lines: (a) as are shown on the recorded subdivision plat; (b) as are 35 feet for the front building line from the front lot line, 20 feet from any side street line, 10 feet from any sideline, and 25 feet from any rear lot line (except that a swimming pool with or without bathhouse, or barbecue pit, or small metal or wood lawn equipment storage building may be built within said rear 25 feet or side 10 feet or 20 feet, as the case may be); or (c) as are provided in the Hamilton County Zoning Regulations.

9. Certain utility and drainage facilities and easements are platted and shown on the subdivision plat (in addition to easements contained and reserved herein), to which reference is made for their nature and locations. It is stipulated that nothing contained herein shall prohibit the erection and maintenance of an electric substation within the area to which, or for the benefit of which, these restrictions and conditions are applicable.

10. No lot may be resubdivided into lots of smaller area, except that two or more lots may be combined as one lot, in which event the restrictions imposed in paragraph 8 above, as it pertains to side lines, shall be construed as pertaining to the outer side lines of the combined lots. It is further provided that EnDevCo, Inc., and its successors, retain the right and the power in its sole discretion to alter any boundary, lot, or subdivision lines.

11. All driveways shall be paved with a minimum width of 9 feet and shall run from the street curb to at least the garage or carport of the dwelling.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No inoperative motor vehicles, nor any parts thereof, shall be stored or kept on any lot.

13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Provided further that the foregoing permitted household pets shall not be permitted or allowed to run at large or unconfined upon or over any lot or lots other than that of its owner(s), nor shall any such animals belonging to the owners or occupants of any of said lots be allowed to roam or run at large on the streets bounding said lots or on any street in said subdivision.

14. No noxious or offensive activity shall be carried on upon any lot or any street in the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the immediate neighbors or the neighborhood, including (but not limited to) the discharge of firearms or gas or air-propellant-type guns (all of which are totally prohibited), or the operation of automobiles, trailbikes, motorbikes or motorcycles, trucks, tractors, lawn mowers, or recreational vehicles, or any other type or kind of motor vehicle powered or partly powered by any type of internal combustion engine, which are not equipped with a properly operating muffler that meets or exceeds the noise-muffling capabilities for all new and currently manufactured and factory-equipped automobiles and street-motorcycles as those standards and performances change from year to year, but in no event shall the noise emitted therefrom exceed 90 (ninety) decibels within a distance of twenty (20) feet from the source.

15. Subject to the provisions of paragraph 17 hereinbelow (as it relates to subdivision entrance signs, columns, arches, or other structures), no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between one (1) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way property lines and a line connecting them at points 35 feet from the intersection of street right-of-way property lines extended. The same sight-line limitations shall apply on any lot within 25 feet from the intersection of a street right-of-way property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction or interference of the said sight lines at such elevations.

16. No lot or part of lot shall be used as a right-of-way or for a utility easement or purpose leading from any street in this subdivision to any other adjacent tract, which would provide access or utility service from Country Village Subdivision to any other adjacent tract, unless approved in writing by EnDevCo, Inc. The intent of this provision is to assure that there will be no mingling or melding of property uses, structural types, or economic values on or in adjacent properties that may (in the sole and exclusive opinion of EnDevCo, Inc.) adversely impact on or conflict with Country Village Subdivision.

17. No sign of any kind may be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a

builder to advertise the property during the construction and initial sales period; providing that EnDevCo, Inc., or its successors may construct one or more entrance signs, columns, arches, or other structures, and place the name of the Subdivision thereon, and for that purpose there is hereby reserved unto EnDevCo, Inc., its successors and assigns, a perpetual easement both of ingress and egress as well as for construction, erection, replacement, and/or maintenance of said entrance signs, arches, columns, or other structures upon, on, and over the hereinafter described portions of the following lots: (1) that triangular area or part of Lot 52 and of Lot 1 formed by the street right-of-way property lines of Rosetree Drive and Honestville Church Road and a line connecting them at points 35 feet from the intersection of said street right-of-way property lines extended for each lot, respectively; (2) that triangular area or part of Lot 6 and of Lot 113 formed by the street right-of-way property lines of Village Garden Drive and Honestville Church Road and a line connecting them at points 35 feet from the intersection of said street right-of-way property lines extended for each lot, respectively; and (3) that triangular area or part of Lot 83 and of Lot 84 formed by the street right-of-way property line of Country Village Drive and the southern line of each of said lots and a line connecting them at points 35 feet from the intersection of said street right-of-way property lines and the said southern property lines of said lots extended for each lot, respectively.

18. The Architectural Control Committee shall be composed of the Board of Directors of EnDevCo, Inc., or its successors, or any authorized agent or designated representative thereof. A majority of the committee may designate an agent or representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor to fill such vacancy. Neither the members of the Committee, nor its designated agent or representative shall be entitled to any compensation for services performed pursuant to this covenant. After ten (10) years from the date of recording of these restrictive covenants, the then recorded owners of a majority of all of the lots in the entire Subdivision shall have the power through a duly recorded written instrument bearing the signatures of such majority, duly notarized, to change the membership of the Committee, or to withdraw from the Committee (or to restore to the Committee) any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated agent or representative, fails to approve or disapprove any required submittal within 30 days after plans and specifications have been submitted to it, the requirement for such approval will be deemed to have been waived, but all other provisions of this Instrument shall still be in full force and effect.

19. Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every one of said lots of land (except Lots 53 and 54, Unit One of this Subdivision) and all titles to, and estates therein, shall be subject thereto, and the same shall be binding upon each and every owner and occupant of the same, and all persons claiming under them, for a period of twenty-five (25) years from the date this Instrument is recorded, after which time said covenants shall be automatically extended to apply to each of said lots for successive periods of ten (10) years each, unless by majority vote of the then owners of the lots made within the twelve (12) months preceding such automatic ten (10) year extension, said then owners agree to change said covenants in whole or in part, and provided further that the instrument evidencing such action must be in writing and signed by said majority of owners, be properly notarized, and be duly recorded in the Register's Office of Hamilton County, Tennessee, within said twelve (12) months preceding such automatic ten (10) year extensions. Neither the undersigned, nor any party or parties claiming under them shall or will convey, devise, or demise any or either of said lots or any part thereof except as being subject to the said covenants, conditions, and restrictions, and the obligation to observe and perform the same.

The said 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 these said lots of land or the improvements to be made thereon.

20. If the undersigned or any party or parties claiming thereunder shall violate or attempt to violate any of the covenants or restrictions herein provided before the expiration of 25 years from the date of recording of this Instrument, or within the extended 10 year periods as hereinabove provided, it shall be lawful for Milligan-Reynolds Guaranty Title Agency, Inc., or EnDevCo, Inc., their successors and assigns, or any person or persons owning any other lot or lots in Unit One of this Subdivision 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 such person or persons from so doing, or to recover damages or other dues for such violation, including all court costs incidental thereto and reasonable attorneys' fees.

21. It is expressly stipulated and agreed that each and every violation of paragraphs one (1) through six (6) and eight (8) through eighteen (18) of these Restrictive Covenants adversely affect all property and use values of each and every lot in this subdivision (each of said provisions being included as an inducement of sale to and as a part of the agreement to purchase of, each and every purchaser of each and every lot in this subdivision and as an enhancement in value of the uses, appearances, and ownership of each and every lot as well as of the entire subdivision). It is further expressly stipulated and agreed that, in addition to any damages incurred by any other property owner in this subdivision as provided in these Restrictive Covenants, any purchaser or purchasers (both initial as well as subsequent) of any one or more of said lots in this subdivision (as part of the consideration for the sale by EnDevCo, Inc., of such lot) hereby agrees to pay to EnDevCo, Inc., or its successors, the sum of Ten (\$10.00) Dollars per day as liquidated damages for each and every day such violation shall continue (or shall occur, as the case may be). Enforcement by collection procedures, including legal proceedings may be instituted periodically for the then accrued liquidated damages, at the option of EnDevCo, Inc., or its successors. All costs of collection, including a reasonable attorneys' fee, shall be paid by the owner(s) of said lot upon which the violation or violations shall have occurred or are occurring (as the case may be).

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

Milligan-Reynolds Guaranty
Title Agency, Inc.

By: *J. P. Wade* Title
Chairman of Board

EnDevco, Inc.

By: *Curtis A. Swift*
President

Prepared by: EnDevCo, Inc., Curtis A. Swift, President

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STATE OF TENNESSEE:

County of Hamilton:

On this 7th day of February, 1978, before me personally appeared Curtis A. Swift, President of EnDevCo, Inc., and S.P. Hale, Chairman of the Board of Milligan-Reynolds Guaranty Title Agency, Inc., the within named bargainors, both Tennessee corporations, and that they as such officers being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the names of their respective corporations, by themselves as such officers.

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



Elizabeth Justice
Notary Public

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IDENTIFICATION
REFERENCE

FEB 8 11 54 AM '78

DOROTHY P. BRANNER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

78-02 HISS

12:00 12:00