

Prepared by W.J.C.
William J. Clower
P. O. Box 4286
Chattanooga, Tenn. 37405

RESTRICTIVE COVENANTS - DEVLAN FOREST

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WHEREAS, The Devlan Co., a partnership of W. J. Clower and V. Paul Thomas, is vested with title to a majority of the lots in Devlan Forest, a subdivision, as shown by Plat thereof which appears of record in Plat Book 27, page 304, in the Register's Office of Hamilton County, Tennessee, and desire to promote the development thereof as a residential subdivision:

NOW, THEREFORE, for the protection of the owners of lots in the said subdivision, the Devlan Co., having full power and authority to act in the premises, do hereby impose on all lots in said subdivision the following restrictive covenants, which shall run with the land, to wit:

1. That said lots shall be devoted exclusively to residential use, and that no buildings shall be erected or maintained in the subdivision other than single family residences, without any outbuildings, other than private swimming pools, out-door cooking places, etc., which are permissible. Specifically, it is provided that no one of said lots, or any part thereof, shall be used for a road right-of-way, and there shall be no provision for road right-of-way upon or across said lots, or any part of a lot, unless specifically authorized in writing by The Devlan Co.
2. 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 "2" being to prevent the use thereon, of a garage, incomplete structure, trailer, tent, or other structure as living quarters before or after the erection of a permanent dwelling. A trailer shall not under any circumstances be considered as a permanent dwelling.
3. That no dwelling house proper, of less than 1500 (fifteen hundred) square feet of main living area shall be erected. Said dimensions shall be exclusive of open porches, garages and basements. If there is a question, the decision of The Devlan Co., it's successors or assigns, shall be final.
4. That no more than one dwelling shall be erected on any one of said lots, and any dwelling or outbuilding on any part of the plot herein described shall be neatly painted or stained, unless of brick or stone. There shall be no exposed concrete blocks on the front side of the dwelling; and, no asbestos siding shall be used in construction.
5. That no building shall be located on any one of the said residential building plots nearer to the front line of the street boundary than twenty-five (25) feet, or nearer than (10) feet to any side line or alley, or nearer than twenty (20) feet to any side street line. No structures, other than swimming pool, outdoor fireplace, etc., of approximate ground level construction, shall be located

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on the rear twenty-five (25) feet of any lot. For the purposes of this covenant, on the rear twenty-five (25) feet of any lot. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, this shall not be construed to permit any portion of the building on the lot to encroach upon another lot. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any lot that does not conform to the zoning laws and regulations applicable thereto.

6. That no lot shall be re-subdivided, but shall remain as shown on said plat, except and unless The Devlan Co. rearrange boundaries on any lots, and re-plat in such a way that any re-platted lot shall not be of less street frontage than seventy-five (75) feet; and shall not be of less area than Ten Thousand (10,000) square feet, or combine two or more lots or parts of lots as one lot, and in either event the restrictions contained in Paragraph "5) above shall apply to only the outside boundary lines of said building lot formed by such re-platting or by the combination of the two or more lots, or parts of lots.

7. That no fowls, horses, mules, cattle, sheep or other like animals shall be kept or allowed to remain upon said premises, neither shall any sheep, goats, swine or any such animals belonging to the owners or occupants thereof be allowed to roam or run at large on the streets or alleys bounding said premises. There shall be no commercial breeding of dogs in the subdivision.

8. That before any dwelling on said premises shall be occupied, a septic tank approved either by the grantor or by the constituted public authorities for sewage disposal shall be installed, all sewage from the premises shall be turned into such tank and the same shall be continuously maintained in proper state of sanitation; provided, that upon any approved system of sewers being installed for the use of the community on which said premises are located and upon proper connection of said premises therewith, said septic tank may be abandoned.

9. Before any construction or alteration is commenced or carried on, plans, specifications and plot plan for any dwelling house to be constructed or altered on any one of said lots shall be submitted for approval to The Devlan Co. and written approval secured, but approval shall not be unreasonably withheld. A duplicate set of approved plans and specifications will remain on file with The Devlan Co. if any house is fully constructed and erected, without any injunction proceedings being brought, it shall be conclusively presumed that such plans and specifications have been approved by The Devlan Co.

10. That, for the purpose of property improvement, The Devlan Co. reserves the right to make deviations and/or revisions from these Restrictive Covenants in case of conditions which might develop in the subdivision development stages which might require these necessary deviations (and/or revisions to facilitate reasonable and full development and use of the land) and, to grant minor variations from these Restrictive Covenants, where the same would not materially affect the purposes sought thereby.

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11. That all driveways on lots shall be constructed of plant mix asphalt or concrete.

12. No fences shall be erected or maintained in front of the front line of the residence on a lot.

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 affect in no wise any of the other provisions, which shall remain in full force and effect, the owners hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every one of the said lots of land 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 until January 29, 2002. It shall be lawful for The Devlan Co. or other person or persons owning any other lot or lots in said development or 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 them or them from so doing or to recover damages or other dues for such violation, and court costs and reasonable attorney's fees shall constitute liquidated damages.

IN WITNESS WHEREOF, W. J. Clower and V. Paul Thomas, partners and doing business as The Devlan Co., have hereunto set their hands, this 6th day of April, 1972.

821725

IDENTIFICATION REFERENCE

APR 6 1 52 PM '72

DOROTHY P. BRAHMER REGISTER HAMILTON COUNTY STATE OF TENNESSEE

REG-FIN

MISS

5.00

6.00

THE DEVLAN CO

By W. J. Clower

By V. Paul Thomas

STATE OF TENNESSEE
HAMILTON COUNTY

On this 6th day of April, 1972, before me personally appeared W. J. Clower and V. Paul Thomas, with whom I am personally acquainted, and who have each acknowledged themselves to be partners doing business as The Devlan Co. and authorized to execute the foregoing instrument for the purposes and content contained, signing for the Company, as owners of the Company. As witness whereof, I have hereunto set my hand and Notarial Seal.



My commission expires: _____

Notary Public