

ENGLISH OAKS

RESTRICTIVE COVENANTS ENGLISH OAKS S/D

RECORDED PL [REDACTED]

7/17/61: Dr. J. C. Properties, Inc.
2115 Magnolia Rd. Subd. 101
Chatt. Tenn. 37421

(1) LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half (2½) stories in height, which must include a garage for a minimum of two (2) cars. There will also be permitted on such lots outdoor recreation facilities such as swimming pools, barbecue pit etc. There shall be no exposed concrete blocks, nor stucco, nor asbestos siding, nor permastone nor any type of artificial stone used on any residence, in the foundation or elevations thereof. Stucco is permitted on the rear elevation of the foundation.

RECORDED BY ABRAHAM TITIC
600 GUY AVE CHAT. TENN.

(2) DWELLING QUALITY AND SIZE. A minimum square foot of the main dwelling structure of a one-story dwelling, exclusive of open porches, garages, etc. shall be 1800 square feet on the basic ground floor level. In split level construction, the main floor level shall contain at least 1250 square feet with at least 500 square feet finished in the lower or basement level, with a minimum total square footage of 1900. Two-story dwellings shall contain at least 1000 square feet on the main ground level with a total of at least 1800 square feet.

(3) BUILDING LOCATION. No building shall be located on any lot nearer to the front property line (curb is usually 12' from lot line) than 25 feet nor nearer than 10 feet to any interior lot line and not nearer than 20 feet to any side street line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, providing however, this shall not be construed to permit any portion of the building to encroach upon another lot. Swimming pools, barbeque pits, etc. may not extend nearer to the front of the lot than the rear line of the residence. It is stipulated that no fence of any kind or character shall be located except to the rear of the rear line of the dwelling, and not to exceed 4 feet in height. (No provision of this paragraph (3) 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.)

(4) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 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 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 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 lines.

(5) LOT AREA AND WIDTH. No one of said residential lots shall be re-subdivided but shall remain as shown as said recorded Plat; provided, however, that two (2) or more lots may be combined as one (1) lot, which event the restrictions imposed by paragraph (3) above, pertaining to sidelines, shall be construed as pertaining to the outer sidelines of said two (2) or more lots as combined, and provided further that Southland Investment Co., their heirs and assigns, retain the power in their discretion to alter any boundary, lot or division lines. No lot described herein shall be allowed to be re-platted in such a manner as to allow public roads to run over or through without written consent of the makers hereof, excepting that governmental authorities impose suit and condemn said property by process of "Eminent Domain".

(6) NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. In particular, neither tractor trucks nor school buses, motor homes, campers and boats shall be frequently or habitually parked on a driveway, or lot nor shall the owner of any lot in the subdivision park any of the above vehicles on or in the street or streets therein.

(7) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(8) Whether or not expressly so stated in Deed of Conveyance of any one or more of said lots, each conveyance shall be subject to the Zoning Act as passed by the State Legislature, Private Acts of 1939, Chapter 460, House Bill No. 152R as adopted by Resolution of the County Council of Hamilton County, Tennessee, on August 13, 1941, and any amendments thereof.

(9) All of said lots in said subdivision must from the date of purchase be maintained by the owner in a neat and orderly condition. Builders shall keep lots free of all debris such as stumps, limbs, waste building materials etc. and keep the street in front of their lots clean and shall not leave brush piles, stumps etc. on any lot after completion of dwelling.

(10) No Vehicles (other than automobiles), such as trucks, trailers, School buses, boats, campers, motor homes, etc shall be visibly parked or maintained on any one of said lots and furthermore, there shall be no major mechanical work (assembly or disassembly) of any of the above vehicles including automobiles.

(11) 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 conditions, labor conditions and availability of materials) until the building or buildings are fully completed and the exterior (including yard work) must be completed with eight months from commencement of construction, otherwise the owner of any lot violating this provision shall be liable to Southland Investment Co., their heirs and assigns, in damages at the rate of Ten Dollars (\$10.00) per day until said exterior and all yard work is completed and for payment of such Court costs and attorney's fees as may be incurred in the enforcement of this provision.

(12) No free standing nor attached structures are permitted for miscellaneous storage, etc.

(13) No Signs of any advertising nature shall be permitted on any lot or building, however, signs may be erected by the subdivision 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 3 feet and a width of 3 feet.

(14) Plans for dwellings to be constructed in English Oaks S/D must be signed and Approved by any two stockholders of Southland Investment Co., architectural control committee.

(15) GARBAGE AND REFUSE DISPOSAL. 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, excepting for waste from building sites waiting to be used as fill and dozed.

(16) SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of local public health authorities. Approval of such system as installed shall be obtained from such authority.

(17) In event that, for any reason, any one or more of the foregoing protective covenants and restrictions, be construed by judgement or decree of any Court of record to be invalid, such action shall in no wise affect 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 without the others.

J 9 5 0 2

John H. Sutton, Jr.

IDENTIFICATION REFERENCE

OCT 21 10 45 AM '85

DOROTHY P. BRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Karla Koontz of the state and county aforesaid, personally appeared John H. Sutton, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Developer of the English Oaks Subdivision, the within named bargainor, a corporation, and that he as such Developer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Chattanooga, Tennessee, this 17th day of October, 1985.

Karla Koontz
Notary Public

My Commission Expires: My Commission Expires Sept. 21, 1989
F-A-88



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