

BOOK 3255 PAGE 440

RESTRICTIONS ON HIGHRIDGE SUBDIVISION

Jake Marshall Plumbing, Heating and Air Conditioning Co., a Tennessee Corporation, hereby declaring it is the lawful owner in fee simple of all lots of Highridge Subdivision, as shown by plat of record in Plat Book 41, Page 241, and revised in Plat Book 41, Page 315, in the Register's Office of Hamilton County, Tennessee, desiring to promote the development thereof as a residential subdivision, and for the protection of it, its successors in trust or assigns, and the protection of future owners of any one or more of said lots, does hereby impose upon all of said lots, the following Restrictive Covenants, which shall run with the land for a period of thirty (30) years, to wit:

*Revised Plat
3704 S. Liberty St.
Chatt., Tenn. 37409*

1-1-60

PREPARED BY
WILLIAM H. JONES
ATTORNEY AT LAW
427 HIGH STREET
CHAFFANOCCA, TN

1. That lots are for residential purposes only.
 2. That only single, one-family dwellings or attached buildings ordinarily appertaining to dwelling houses shall be erected, maintained, or used by the grantees, their heirs or assigns, or anyone deriving title or rights from or through them.
 3. 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 "3" 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, and no trailer type of residence shall at any time be placed or maintained on the premises.
 4. That within said time period, any dwelling of the following classification erected upon all lots must meet the square foot livable floor area as set forth as to that respective classification. The ranch style dwelling without basement shall contain at least 1,200 feet of livable floor area. Any split level, split foyer, 1-1/2 story, or 2 story dwelling must contain at least 1,600 feet of livable floor space.
- All of the above mentioned livable areas are to be exclusive of open porches, garages, carports, and basements, and the total square foot area must exceed or equal the square feet mentioned in each of the above classifications as to that particular type dwelling.
5. That no building shall be located on any one of the said residential building plots nearer than 35 feet to the front line of the street bounding same, or nearer than 10 feet to any side line or alley or nearer than 20 feet to any side street line. For the purposes of this covenant, eaves, stoops, and open porches shall not be considered as a part of the building.
 6. No chain link fences shall be erected or maintained on any lot. Fences constructed of redwood, cedar, or other wooden material shall not be erected or maintained in front of the front line of the residence on any lot.
 7. All residences must have two car garages.

a. That no more than one dwelling shall be erected on any one of said lots, and any building on the premises shall be finished on the front and sides with brick or stone. There shall be no exposed concrete blocks, and stucco finish shall be permitted only on the rear elevation of a residence. All porch posts or supports, if used, shall be at least six (6) inches in diameter.

9. If practical, all front windows on residences shall have shutters.

10. There shall be no detached garages, outbuildings, or servants quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus, a bathhouse will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as set forth in Paragraph 14.

11. All of said lots in said subdivision must from the date of purchase be maintained by the owner in a neat and orderly condition (grass being cut when needed), (as well as leaves, broken limbs and other debris being removed when needed). In the event an owner of a lot in said subdivision fails of his own violation to maintain his lot in a neat and orderly condition, or his duly appointed agent, may enter upon such lot without liability, and proceed to put said lot into an orderly condition, billing the cost of such work to the owners.

12. That no one of said residential lots shall be resubdivided without the prior written, recorded consent of the Developer.

13. That no fowls, horses, mules, burros, cattle, sheep, goats, swine or any other like animals shall be allowed upon any portion of the premises.

14. That before any dwelling shall be occupied a septic tank approved either by the grantor or by the constituted public authorities for sewerage disposal shall be installed and continuously maintained in proper state of sanitation.

15. That for the purpose of property improvement, as long as it retains record ownership in any lots in the subdivision, Jake Marshall Plumbing, Heating and Air Conditioning Co., reserves the right to grant waivers from these restrictive covenants. Said waiver must be in writing and recorded in the Register's Office of Hamilton County, Tennessee. Any waiver executed by it would be conclusive proof that the waiver would not materially effect the purpose sought thereby, by the developer. Other owners of lots in the subdivision shall not be entitled to bring suit to enforce the compliance of the original restrictions, where a waiver has been given by the developer unless it is a violation of the restrictions as waived or modified. Nor is the owner entitled to damages from the developer for any waivers granted by it.

16. 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 nuisance to the neighborhood.

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 or record to be invalid, such

shall in no way effect the other provisions, which shall remain in full force and effect, the owners hereby declaring that said restrictions are nor interdependent but severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions, and reservations 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 the conditions in Paragraphs "1-16" herein, and the same shall be binding upon each and every owner and occupant of the same for a period of thirty (30) years from the date hereof. It shall be lawful for Jake Marshall Plumbing, Heating and Air Conditioning Co., or other person or persons owning a 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/or as modified by Jake Marshall Plumbing, Heating and Air Conditioning Co., and either to prevent him or them from doing so 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, JAKE MARSHALL PLUMBING, HEATING, ABO AIR CONDITIONING CO., has caused this instrument to be executed by its authorized officer on this the 2nd day of October 1986.

JAKE MARSHALL PLUMBING, HEATING AND AIR CONDITIONING CO.,
Tennessee Corporation

BY: Richard V. Blay V.P.

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Barbara J. Novam
of the state and county aforesaid, personally appeared
Richard S. Bellard with whom I am personally
acquainted (or proved to me on the basis of satisfactory
evidence), and who upon oath, acknowledged himself to be president
(or other officer) authorized to execute the instrument of the
JAKE MARSHALL PLUMBING, HEATING, AND AIR CONDITIONING CO., the
within named bargainer, a corporation, and that he as such
Vice President executed the foregoing instrument for the
purpose therein contained, by signing the name of the corporation
by himself as Vice President

Witness my hand and seal, at office in
Chattanooga, TN, this 2nd day of September

Barbara J. Novam
Notary Public

MY COMMISSION EXPIRES SEPT. 5, 1990

D 7 9 6 0

INFORMATION
REFERENCE

Oct 2 10 10 AM '86

10/02/86

MISC

12.00

SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

Final Plat Record
Book 3256
Page 440
37587

**ADOPTION OF RESTRICTIVE COVENANTS
HIGHRIDGE SUBDIVISION**

Whereas restrictive covenants were imposed upon Highridge Subdivision, Unit One (1), by an instrument recorded in Book 3256, page 440, in the Register's Office of Hamilton County, Tennessee; and

Whereas Richard L. Pollard, Marie M. Marshall, and Keith Daniel are the owners in fee simple of all lots in Highridge Subdivision, Unit Two (2), as shown by plat of record in Plat Book 42, page 296, in the Register's Office of Hamilton County, Tennessee; and

Whereas Richard L. Pollard, Marie M. Marshall, and Keith Daniel desire to impose similar restrictions upon said lots;

Now Therefore, Richard L. Pollard, Marie M. Marshall, and Keith Daniel, desiring to promote the development of said lots as a residential subdivision and for the protection of themselves and all present and future owners of said lots, do hereby adopt the restrictions recorded in Book 3256, page 440, said Register's Office and impose the same in their entirety upon all lots in Highridge Subdivision, Unit Two (2); as shown by said plat. Except the following modifications, said lots may be used for other purposes other than residential provided that, however, the developer must approve any and all the uses in writing. Said restrictions shall run with the land for a period of 30 years.

PREPARED BY
JAMES P. SARTAIN, JR.
Attorney at Law
600 Georgia Ave.
Chattanooga, TN 37401

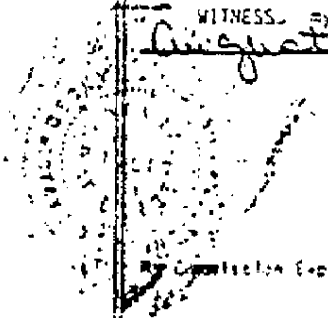
J. 9 9 2 8

IDENTIFICATION REFERENCE
AUG 21 12 12 PM '67
JAMES P. SARTAIN, JR.
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE
COUNTY OF HAMILTON

Witness my hand and this the 21st day of August, 1967.
Keith Daniel
KEITH DANIEL
05/21/67 MISC 6.00 **6.00

Before me personally appeared KEITH DANIEL to me known (or proved to me on the basis of satisfactory evidence) to be the person 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 seal this 21st day of August, 1967.



James P. Sartain, Jr.

6-25-68

El*