

BOOK 2103 PAGE 872

WOWjr
 J. L. Stanley
 Prairieville
 Hixson Tenn.
 37545

PNTI 40735

RESTRICTIONS - HILL CREST ESTATES SECTION IIIPART A-PREAMBLE

WHEREAS, a certain tract of land in Hixson, Hamilton County, Tennessee, is being subdivided and is now designated as Hill Crest Estates, Section III, as shown by plat of record in Plat Book 37, Page 327, Register's Office of Hamilton County, Tennessee; the title to said real estate being vested in J. L. Stanley & Associates and it being the intent and desire to promote a residential subdivision.

PART B-AREA OF APPLICATION

The residential area covenants in Part C in their entirety shall apply to all lots in the subdivision and to the present and all future owners of lots in said subdivision.

PART C-RESIDENTIAL AREA COVENANTS

1. LAND USE: No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling or duplexes.
2. QUALITY CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Quality Control Committee as to the size, quality or workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.
3. DWELLING SIZE, FEATURES AND QUALITY: Each dwelling consists of: (a) A minimum finished floor area of 900 square feet, including the space taken by exterior frame wall and interior partition but excluding the space taken by brick or stone veneer walls. (b) A minimum of one (1) bath. (c) A concrete or plant-mixed asphalt drive. (d) All foundation walls of concrete block must be either stuccoed or brick or natural stone veneered. (e) Asbestos, siding, permastone, concrete or cinder blocks and stucco are unacceptable exterior wall finishes, except stucco over concrete block on foundation walls. Any precast or cast in place concrete brick or stone has to have the written approval of the Quality Control Committee before construction begins.
4. BUILDING SET BACKS: No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 20 feet to any side street line or nearer than 10 feet to an interior lot line without prior written approval of the Quality Control Committee. In special cases because of lot shape or topography or other special conditions, the Quality Control Committee can permit a variance but in no event less than a minimum set back of 25 feet from the front street line; 25 feet to any side street line; or 10 feet to an interior lot line. For the purpose of this covenant, eaves, steps, open porches shall not be considered as a part of the building. Any request for variance must be in writing and the variance given in writing.
5. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

PREPARED BY
 WOODS & DRILEY
 ATTORNEYS AT LAW
 180 PROVIDENT BLDG.
 CHATTANOOGA, TENN.
 37402

6. EASEMENTS: Easements to each individual lot for installation and maintenance of utilities as drainage facilities are reserved. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot from the front lot line to the rear lot line, to any utility company having an installation in the easement. A 5 foot drainage and utility easement is reserved on all interior lot lines where not otherwise provided for on recorded plat.

7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Any residence started must be completed within 6 months from the date footings are poured.

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot or dwelling except one of not more than 6 square feet advertising the property for sale or rent excluding the signs used during the construction and sales period.

10. OIL AND MINING OPERATIONS: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

11. LIVESTOCK AND POULTRY: 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 purpose and provided that they do not constitute a public nuisance.

12. GARBAGE AND RESUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept 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 and will not be visible from the street.

13. WATER SUPPLY: No individual system shall be permitted on any lot.

14. FENCES: No fences shall be allowed on the front property line and along the side property lines closer to the street than the projection of the rear line of thy dwelling unless said fences are under 3 feet in height and approved in writing by the Quality Control Committee.

PART D-QUALITY CONTROL COMMITTEE

1. Membership: The Quality Control Committee is composed of J. L. Stanley, K. L. Ficken and W. G. Smith, all of Chattanooga, Tennessee. A majority of the committee may designate a 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. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

2. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The Quality Control Committee further reserves the right to waive variance of the restrictions as long as they do not materially affect the provisions.

PART E-GENERAL PROVISIONS:

- 1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.
- 2. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- 3. Severability: 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.

WITNESS our hands on this the 22 day of May, 1973.

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IDENTIFICATION REFERENCE

MAY 23 12 41 PM '73

DOROTHY P. BRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE
COUNTY OF HAMILTON

J. L. Stanley
J. L. Stanley

K. L. Ficken
K. L. Ficken

W. G. Smith
W. G. Smith

On this the 22 day of May, 1973, before me personally appeared J. L. Stanley, K. L. Ficken and W. G. Smith, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



WITNESS my hand and Notarial Seal.

William K. Schultz
Notary Public

My Commission Expires 11/6/77

MAY 23 1973

MISC

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