

RESTRICTIONS ON MEADOWBROOK HEIGHTS SUBDIVISION

WE CERTIFY the following to be a true copy of an Instrument recorded in Book 1389, Page 107, Register's Office, Hamilton County, Tennessee:

WHEREAS, the undersigned, Wygoda Building Corporation, a Tennessee Corporation, now and at the time of registration, were, and are the owners of all the lots in MEADOWBROOK HEIGHTS, a Subdivision, as shown by Plat of record in Plat Book 21, Page 1, in the Register's Office of Hamilton County, Tennessee.

And for the protection of all purchasers of lots and their successors in title, we hereby impose on all lots in said Subdivision the following conditions:

- (1) That said lots shall be devoted exclusively to residential use and that no building other than a one family dwelling or building 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 on any of said lots.
- (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 a temporary living quarters before or pending the erection of a permanent dwelling, nor shall any outbuilding be constructed or used until a dwelling house first shall have been erected.
- (3) That, within a period hereinafter stated, no dwelling of less interior ground floor area than eleven hundred (1100) square feet shall be erected, said dimensions shall be exclusive of open porches and garages; this provision shall apply to the dwelling house proper and not to such outbuildings as ordinarily appertain to dwelling houses.
- (4) That, any dwelling constructed in said Subdivision shall be constructed with the exterior wall being at least fifty (50%) per cent brick or stone, this meaning to exclude any use of exposed concrete blocks, stucco, or any other material which might be substituted as such brick or stone, and no asbestos shingles or siding shall be used on a dwelling.
- (5) 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.
- (6) That, no building shall be located on any one of the said residential building plots nearer to the front line of the street bounding same than twenty-five (25) feet; or nearer than ten (10) feet to any side line or alley; any outbuilding or detached garage shall not be located nearer than seventy-five (75) feet from the front line of said lots; on all corner lots the building must be twenty (20) feet from the side street.
- (7) That, no one of said residential lots shall be resubdivided, but shall remain as shown on the recorded plat, except or unless the said WYGODA BUILDING CORPORATION rearrange boundaries on any lots and replat in such a way that any replatted lot shall not be of less street frontage than seventy (70) feet; and shall not be of less area than ten thousand (10,000) square feet, or combine two or more lots as one lot, and in either event the restrictions contained in Paragraph "(5)" shown above shall apply to only the outside boundary lines of said building lot formed by such replatting or by the combination of the two or more lots.
- (8) 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 animal belonging to the owners or occupants thereof be allowed to roam or run at large on the streets or alleys bounding said premises.
- (9) 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 a proper state of sanitation; provided, that upon any approved system of sewers being installed for the use of the community on which said premises is located and upon proper connection of said premises therewith, said septic tank may be abandoned.
- (10) That, all of the streets and roadways shown on the plat of record referred to above are hereby dedicated to the public use for streets and roadway purposes and shall be subject to the duly constituted public authorities.
- (11) Whether expressly stated so or not in Deed conveying any one or more of said lots, each conveyance shall be subject to the zoning act passed by the Tennessee State Legislature, Private Acts of 1939, Chapter 460, House Bill No. 1528, as adopted by resolution of the Hamilton County Council on August 13, 1941, and any amendments thereof.
- (12) That, for the purpose of property improvement, WYGODA BUILDING CORPORATION 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 those necessary deviations and/or revisions to facilitate reasonable full development and use of the land.

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 owner hereby declaring that said restrictions are not interdependent but severable, and anyone would have been adopted even without the others.

EACH AND EVERYONE 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 1, 2010, and shall be extended automatically to apply to each of said lots for successive periods of ten years each unless by vote of the then owners of lots, it is agreed to change said covenants in whole or in part, provided the instruments evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee. Neither the undersigned, nor any party or parties claiming under it shall or will convey, devise, or demise any or either of said lots or any part of same except as being subject to the said covenants, conditions and restriction and obligations to observe and perform the same. The said conditions, therefore, 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 the said land or the improvements to be made thereon.

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 January 1, 2010, or within the extended time as herein before provided, it shall be lawful for the grantors, or assigns, 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 him or then from so doing or to recover damages or other dues for such violation.

MILLIGAN-REYNOLDS GUARANTY TITLE AGENCY, INC.

BY



Assistant Secretary