

WHEREAS, the undersigned, THOMAS ALLEN LUPTON, JR., and L. L. SPEED, have purchased certain land in Hamilton County, Tennessee, described as Lots 1 through 63, Northshore Forest Subdivision, as shown by plat thereof prepared by Hixson Surveying Co., Registered Engineer, dated March 4, 1970, and recorded in Plat Book 26, page 18, of the Register's Office of Hamilton County, Tennessee; and

WHEREAS, it is the plan of the owners, Thomas Allen Lupton, Jr. and L. L. Speed, to devote said lots to restricted residential purposes;

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owners, as well as the future purchasers of lots in said subdivision, this declaration and agreement is made:

Each and every conveyance of any one of said lots shall be subject to conditions, reservations, covenants and agreements, which will run with the land as follows:

- (a) All of said lots in said subdivision shall be, and be known and described as, residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and attached carport or garage;
- (b) No dwelling house shall be designed, patterned, or constructed to serve or for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time;
- (c) No dwelling house shall be placed on Lots Nos. 1 through 63 so that any portion thereof shall be nearer than 50 feet to the center line of any street upon which said lot abuts either on the front or side. No dwelling house shall be placed on any of said lots so that any portion thereof shall be nearer than 10 feet to any side line or nearer than 25 feet to any rear line.
- (d) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood;
- (e) 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 (e) being to prevent the use thereon of a garage, incomplete structure, trailer, tent, outbuilding, or other structure as a temporary living quarters before or pending the erection of a permanent building. No structure of temporary character shall be erected or permitted to remain on any lot except during the period of construction.
- (f) Any dwelling house erected on a lot shall be completed within eight (8) months from the date of the pouring of the footings for said dwelling house.

Prepared by  
T. A. Lupton, Jr.  
118 E. 8th St.  
Chatta., Tenn.

(g) No dwelling house shall be erected or permitted to remain in the subdivision unless it has the number of square feet of enclosed living area, exclusive of open or screened porches, carports, garages or basements, set forth in this paragraph. In the case of houses which are known as "split-levels" in order for a level to qualify as a main living area, it must be exposed for full height on three sides. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of Thomas A. Lupton, Jr. and L. L. Speed, their successors or assigns, shall be final. The number of square feet required is as follows:

(i) 1,400 square feet in Lots #1 through #3.

(h) All dwelling houses shall have conventional and acceptable appearance from the main street fronting said lots.

(i) No one of said residential lots shall be resubdivided but shall remain as shown on said recorded plat, provided, however, that two or more lots may be combined as one lot, in which event, the restrictions imposed by paragraph (c) above, pertaining to side lines, shall be construed as pertaining to the outer side lines of said two or more lots as combined, and provide, further that Thomas A. Lupton, Jr., and L. L. Speed, their successors or assigns, retain the power in their discretion to alter any boundary, lot or division lines.

(j) No asbestos siding or artificial stone shall be used on a dwelling house on any of said lots, and no concrete blocks shall be exposed to view from any side of such dwelling house unless veneered with masonry.

(k) Before any construction is commenced or carried on, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to Thomas A. Lupton, Jr. and L. L. Speed, or a committee appointed by them, and written approval secured, but approval shall not be unreasonably withheld.

(l) No domestic animals except house pets shall be kept or maintained on any one of said lots or any portion thereof, or be allowed to run at large and unconfined upon any portion of any one of said lots, nor shall any such animals belonging to the owners or occupants of any one of said lots be allowed to roam or run at large on the streets or alleys bounding said lots.

(m) 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. 1528 as adopted by Resolution of the County Council of Hamilton County, Tennessee, on August 13, 1941, and any amendments thereof.

(n) 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 that an owner of a lot in said subdivision fails of his own volition to maintain his lot in a neat and orderly condition, Thomas A. Lupton, Jr. or L. L. Speed, or their 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 owner.

(o) Any bathhouse built expressly in conjunction with a private swimming pool shall not be included under the prohibition stated in (g) above. (Thus a bathhouse will not have to be connected or attached to the dwelling, however, such a structure shall not be included within the term "living area.").

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 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, 1990, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years unless by vote of the then owners of the lots it is agreed to change said covenants in whole or in part, provided further that the instrument 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 them 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 restrictions, and the obligation to observe and perform the same. The said covenants, conditions and restrictions shall run with and be appurtenant to the said land and every part thereof 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, 1990, or within the extended time as hereinabove provided, it shall be lawful for grantors, their successors or assigns, or any 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/him or them from so doing, or to prevent

to recover damages or other dues for such violation, including reasonable attorneys fees.

WITNESS our signatures, this 4<sup>th</sup> day of March, 1970.

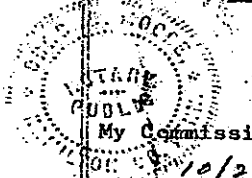
T. A. Lupton, Jr.  
T. A. Lupton, Jr.  
L. L. Speed  
L. L. Speed

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

Personally appeared before me, a Notary Public in and for the State and County aforesaid, Thomas A. Lupton, Jr. and L. L. Speed, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Chattanooga, Tennessee, on this the 4<sup>th</sup> day of March, 1970.

LeRoy D. Mory  
Notary Public



My Commission expires:

on 10/2/73.

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IDENTIFICATION  
REFERENCE  
MAR 5 11 21 AM '70  
DOROTHY P. BRAMMER  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

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