

Prepared By:

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*James Watkins
401 Pine Bluff
Chatt Ln 37412*

Map

COVENANTS AND RESTRICTIONS
CANEADEA SUBDIVISION
HAMILTON COUNTY, TENNESSEE

Whereas, the undersigned, James E. Watkins, and Dan M. Connelly, (the "Developers") are the owners in fee simple of Candeadea Subdivision, according to plat thereof as recorded in Map Book _____, Page _____, of the public records of Hamilton County, Tennessee; and

Whereas, the Developer is desirous to devote the lots described above to restricted residential purposes and placing certain covenants and restrictions to run with the title to said lots of said public records;

Now, therefore, for and in consideration of the mutual benefits and for other valuable considerations, the Developers, for itself and its successors and assigns, does restrict the use, as hereinafter provided, of all the above described lots, and does hereby place upon said land the following covenants and restrictions:

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(a) All of said lots in said subdivision shall be, and be known and described as, residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, with attached garage, which may also be located in the basement, and which must be for a minimum of two cars.

(b) No residence shall be designed, partnered

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constructed or maintained to serve, or for the use of more than one single family, and no residence shall be used as multiple family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose; nor, shall any lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses.

(c) 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 any interior lot line. No structure, other than a swimming pool, outdoor fireplace, patio, deck, etc., of approximately ground level construction shall be located nearer than 35 feet to any rear lot line.

(d) It is provided that not more than one dwelling house shall be erected or maintained on any one lot. This will not prevent the use of one or more lots or parts of lots as a single building plot of ground, providing that the division or rearrangement of boundary lines of subdivision lots shall not reduce the basic width and size of the original lots as platted, or increase the total number of lots in said subdivision, and that the same shall conform to zoning laws and subdivision regulations in effect thereon.

(e) 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 particular, tractor trucks shall not be frequently or habitually

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kept parked on a driveway, or shall the owner of any lot in the subdivision habitually park any vehicle larger than pick-ups, (motor homes, campers and boats) must be parked to the rear of the residence in a location so they cannot be seen from the street on which the residence fronts. Satellite dishes, antennas, etc. must be located so they cannot be seen from the street on which the residence fronts.

(f) 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 (f) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction.

(g) Any residence being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence.

(h) No dwelling 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 porches or screen porches, garages or basements, set forth in this paragraph. For the purpose of this paragraph, stated square footage shall mean the

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minimum floor area required, and floor area shall mean the finished and heated area contained within the residence, exclusive of open porches, garages, eaves and steps. In the case of any question as to whether a sufficient number is square feet of enclosed living area have been provided, the decision of James E. Watkins, and Dan M. Connelly, its sponsors, designates, or assigns, shall be final. The number of square feet required is as follows:

- (1) A 2-story residence with attached double garage, 1,800 square feet.
- (2) A 1-story residence with attached double garage, 1,650 square feet.
- (3) A 1 1/2-story residence with attached double garage, 1,150 square feet on the first floor and 650 square feet on the second floor.
- (4) 1 1/2 story residence with a garage in basement, 1,150 square feet on the first floor and 650 square feet on the second floor.
- (5) It shall be permissible for James E. Watkins or Dan M. Connelly, to permit variations in square footage requirements as to the volume contained on a particular floor, so long as the dwelling contains at least 1,800 square feet total.

(i) All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots. All plans, exteriors, elevations, and landscaping will be approved by James E. Watkins, and Dan M. Connelly.

(j) The exterior front and foundation shall be brick or stone and side and rear elevations of all buildings shall be of either wood (horizontal boards, vertical board and batten, or similar) or aluminum or stone, or brick or masonite

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(horizontal board, textured or grooved panels or similar), or sto, or vinyl. In any event, if horizontal boards are used, not over 8 inches of each board may be exposed to the weather. All retaining walls shall be brick or stone finish. (All side and rear foundation elevations shall be brick or stone.) An approved mail box and post will be installed on each lot by the builder of the house on said lot prior to the house being occupied. All exteriors will be approved by James E. Watkins or Dan M. Connelly.

(k) FENCES: Any fence erected on any lot in the subdivision must not be located nearer to the front lot line than the line of the rear elevation of the residence, extended in a direct line to the side lines; and as to corner lots, the same shall not be erected or maintained nearer to the side street line than the side street elevation of residence, extended in a direct line to the rear lot line. Chain link fences shall not be permitted.

(l) Each residence constructed upon a lot in said subdivision must be served by a driveway, paved with concrete, brick, laid stone, or similar. Asphalt and loose stone or rock will not be permitted. All landscaping should have ample shrubs and along side of residence that faces street. Landscaping design must be approved by the Developer.

(m) CLEARANCE OF DEBRIS: In the construction of a residence upon on lot, the builder shall keep all debris

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cleared from the street bounding the lot; and before any residence is occupied, all debris must be removed from the entire lot.

(n) Before any construction can be started, plans and specifications for any dwelling house to be constructed on any of said lots shall be submitted to James E. Watkins, or Dan M. Connelly and written approval thereof procured. It is stipulated that such approval shall not be unreasonable withheld. It is further provided that, in the event of the completion of any dwelling house on any lot without any proceedings having been instituted in the Courts of Hamilton County, Tennessee, to enjoin the construction thereof, the said dwelling shall be conclusively presumed to have had said approval.

(o) No sheep, swine, goats, horse, cattle, burros, fowls or any like animal shall be permitted to be kept or to remain on any of the lots hereinabove described, or to roam at large on any of the street or lots in the subdivision. There shall be no kennels permitted on any lot in the subdivision, for the commercial breeding or domestic pets. No liquor, beer, wine, or other intoxicating substances shall be sold within the bounds of said subdivision.

(p) Whether expressly stated so or not in any Deed conveying any one or more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

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(q) 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, rocks, and other debris removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an owner fails, of his own violation, to maintain his lot in a neat and orderly condition, James E. Watkins or Dan M. Connelly, or their duly appointed agent, may enter upon said lot without liability and proceed to put said lot into an orderly condition, billing the cost of such work to the owner. All property owners in the subdivision are requested to aid in keeping cars, truck and delivery trucks off the curbs of the streets, as the same can easily be broken, particularly when new. Also, all owner of lots must keep the street clean of concrete blocks, concrete, and building materials while residence is under construction.

(r) There shall not be detached garages, outbuilding 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 this dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as set forth in (h) above.

(s) In the event or violation of set-back lines, either

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side, front or rear, which may be minor in character, a waiver thereof may be made by James E. Watkins, or Dan M. Connolly, joined by the owner or owners of the lots adjoining the lot on which such violation occurs; providing, that as to a side line violation, only the joinder of the owner of the lot on the side will be necessary.

(t) The majority of the trees may not be removed from any lot except in the area of the lot upon which the house and driveway are to be constructed. Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the subdivision.

(u) No sign of any character shall be displayed or placed upon any part of the property except those advertising the property for sale or for rent and those used by the builder to advertise the property during the construction and sales period, said signs referring only to the premises on which displayed. No such sign shall exceed (9) square feet in size nor have an overall height exceeding four (4) feet above ground level.

(v) A 3 1/2 foot wide sidewalk that extends across the front, parallel to the street on which the lot borders will be installed by the builder. The builder will assume no liability or responsibility for maintenance or repair of the sidewalk after installation is completed.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be

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construed by judgement or decree of any court of record to be invalid, such action shall in no way change 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 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 the said lots of land and all title to, and states therein, shall be subject thereto and the same shall be binding upon each and every owner and occupant of the same until January 1, 2011, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years unless, by action of a minimum of sixty-six and two thirds percent ($66 \frac{2}{3}\%$) 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 in Hamilton County, Tennessee. Neither the undersigned, nor any part 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

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as if expressly contained in property 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 part 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 herinbefore provided, it shall be lawful for James E. Watkins, and Dan M. Connelly, its successors and assigns, or any person or persons owning any 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 them from doing so, or to recover damage or other dues for such violation, including reasonable attorney's fees.

IN WITNESS WHEREOF: James E. Watkins, and Dan M. Connelly has hereunto caused their names to be signed as authorized officers of Candeadea Subdivision, on this the 24th day of JANUARY, 1997.

CANEADEA SUBDIVISION

BY: James E. Watkins
BY: Dan M. Connelly

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STATE OF TENNESSEE COUNTY OF HAMILTON

Before me, the undersigned a Notary Public of the state and county aforesaid, personally appeared James E. Watkins and Dan M. Connelly with whom I am personally acquainted or identified to be by satisfactory evidence, and who acknowledged that they executed this instrument as Developers of Caneadea Subdivision.

WITNESS my hand this 24th day of January, 1997.

Roberta G. Denton
Notary Public

My Commission Expires 5/2/00



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STATE OF TENNESSEE

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