

THIS INSTRUMENT PREPARED BY:  
William F. West, Atty.  
P. O. Box 21591  
Chattanooga, TN 37421

BOOK 2713 PAGE 185

*File: 10th  
Easement*

RESTRICTIONS:

FINE ESTATES

A SUBDIVISION

WHEREAS, the undersigned, John B. Fine and wife, Jimmie L. Fine, (a one-half undivided interest), and Russell L. Lee and wife, Virginia Jo R. Lee, (a one-half undivided interest), own certain land in Hamilton County Tennessee, described as FINE ESTATES and shown by a plat of record in Plat Book 35, page 25, Register's Office for Hamilton County, Tennessee;

AND, WHEREAS it is part of the development plan of said land that the same shall be restricted according to use and development;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and for the protection of the present and future owners of lots in said FINE ESTATES, the following special covenants and restrictive conditions, which are hereby made covenants to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or portions thereof, and all conveyances shall be accepted subject to said covenants and conditions.

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two stories in height. All masonry shall be brick, mountain stone, imitation brick or imitation mountain stone, but under no circumstances shall it be stucco. This refers to front of houses, only.
2. CONSTRUCTION REQUIREMENT: Plans and specifications for all dwellings must meet those described in the Federal Housing Administration's "Minimum Construction Requirements for One and Two Family Dwellings;" however, 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 designated representative of the above-mentioned owners (John B. Fine et al.) or a successor representative of a then property owner's committee.
3. DWELLING MINIMUM SIZE: No ranch-style, split level or split foyer type dwelling shall be permitted on any lot having less than one thousand forty (1,040) square feet in the one main living area. No two-story dwelling shall be permitted on any lot having less than one thousand forty (1,040) square feet in the combined living area. For the purposes of this provision, basements (whether finished or unfinished) shall not be included in computing the square footage of the living area.
4. BUILDING LOCATION: No building shall be located on any lot nearer than thirty-five (35) feet to the front lot lines.
5. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance to the neighborhood. Dismantled or partially dismantled automobiles or burned buildings not repaired or removed within sixty (60) days shall be considered nuisances per se.
6. TEMPORARY STRUCTURES: No structure of a temporary character of any type, including trailers, mobile homes, basements, tents, shacks, garages, sheds, clotheslines, shall be used on any lot at any time either temporarily or permanently. However, this does not preclude the construction of a swimming pool or outdoor fireplace of approximately ground level construction, but they shall comply with the setback lines specified in #4 above.

7. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs or cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

8. **SUBDIVISION OF LOTS PROHIBITED:** No lot may be resubdivided into lots of smaller area, except for the incorporation into another lot or lots, in which case the subdivided area and the lot to which it is newly attached shall be considered one lot for the purposes of this plan.

9. **SEPTIC TANKS:** Any septic systems shall be approved by the Hamilton County Health Department.

10. **DRAINAGE AND UTILITY EASEMENTS:** Easements are reserved for utility and drainage purposes, and the dimensions of the said easements and the lots affected thereby are designated in the above-mentioned Plat Book 35, page 25.

11. **STREETS AND EASEMENTS:** All streets shown on the plat are hereby dedicated to the public use; and all easements reserved are reserved and dedicated for the use of the owners or holders of lots for water, gas, sewer, electricity or other utilities and for other appropriate and legitimate purposes to the full extent that their usage does not interfere with the rights of the owners or holders of any other abutting lots. No public telephone, sewer, water or other public lines or services shall run into or across any lot except through and along such easement. This restriction does not apply to house service connecting lines.

12. **MAINTAINING OF CURBING AND STREETS:** The owner of each lot, particularly during construction, shall maintain and keep in good repair the curbing and streets adjacent to said lot, and shall replace and/or repair same that are damaged by himself, his builders, agents or servants. And after construction, the owner shall continue to maintain the curbing and streets until such time as the maintenance of the same has been taken over and fully accepted and maintained by the appropriate governmental authority. A curb cut for a drive shall be made prior to beginning of construction.

13. **TERM:** These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, changing said covenants in whole or in part and for the purpose of voting, each lot shall have one (1) vote. However, at any time during the term of these covenants, the owners of a majority of the lots may amend any or all of the foregoing conditions and restrictions.

14. **ENFORCEMENT:** In the event any one of the foregoing restrictive conditions is violated by any party, either owner or tenant, then the party guilty of the violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lot or lots, or of the then constituted public authorities, to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and attorney fees, which are prescribed as liquidated damages; and shall also be liable for such other and additional damages as may accrue. The remedies provided in this paragraph shall not be exclusive, but shall be in addition to any other remedies allowed by law in such cases at the time or times of violations of said restrictions. However, the subdivision developers only shall have the right to waive minor violations of these restrictive conditions so long as they own any land therein.

15. **SEVERABILITY:** Invalidation of any one or more of these covenants by judgments of a Court of Record shall in no manner affect any of the other provisions, which shall remain in full force and effect.

Should any one of the foregoing stipulations be violated at any time by the grantee or grantees, and/or their heirs and assigns, or anyone deriving title or rights from or through them, then they or either of them shall be subject and liable at the suit of the above mentioned owners (John B. Fine et al.), their successors and assigns, or by the then constituted public authorities to be enjoined by proper process from violating this contract and shall be liable, as liquidated damages, for costs and attorney's fees and shall also be liable for such other and additional damages as may accrue.

IN WITNESS WHEREOF, we have hereunto set our hands, on this the 11<sup>th</sup> day of October, 1980.

John B. Fine  
John B. Fine  
Jimmie L. Fine  
Jimmie L. Fine  
Russell L. Lee  
Russell L. Lee  
Virginia Jo R. Lee  
Virginia Jo R. Lee

State of Tennessee  
County of Hamilton

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named John B. Fine, Jimmie L. Fine, Russell L. Lee and Virginia Jo R. Lee, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Chattanooga, Tennessee, this 11<sup>th</sup> day of October, 1980.

Commission Expires: 3-8-83

Notary Public  
Notary Public

B 7 1 3 4

IDENTIFICATION  
REFERENCE

Oct 13 2 31 PM '80

DOROTHY P. HAMMER  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

OCT132 MISC

A\* 9.00 \* 9.00