

1815 Chestnut St  
31402

DECLARATION OF COVENANTS AND RESTRICTIONS  
OF LAUREL CREEK SUBDIVISION

WHEREAS, George S. Johnston, Jr., hereinafter referred to as "Developer", owns and holds title to lands of record in Deed Book 2224, page 625, of the Register's Office of Hamilton County, Tennessee, to which reference is made for a complete description thereof; and

WHEREAS, it is the plan of the Developer to cause to be developed certain lots already platted in said subdivision as shown in Plat Book 34, page 43, in the Register's Office of Hamilton County, Tennessee (the "Subdivision"); and

WHEREAS, Developer has promulgated and established certain covenants and restrictions as hereinafter specifically set out which shall run with the land and shall be incorporated in and become an integral and binding part of each and every deed hereinafter executed and delivered to any purchaser or purchasers of any portion of said Subdivision from Developer, his heirs, devisees, successors or assigns.

NOW, THEREFORE, Developer does hereby declare and establish the following covenants and restrictions which shall run with the land in said subdivision, and each and every part and parcel thereof, to wit:

SECTION ONE: LAND USE AND BUILDING TYPE

All of said lots 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, all of which must be approved by the Architectural Review Committee (the "Committee") which permission shall not be unreasonably withheld.

No residence shall be designed, patterned, constructed, or maintained to serve, or be for the use of more than one

Prepared by:

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& WHITAKER  
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single family, and no residence shall be used as a multiple family dwelling at any time, nor be 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.

Only one single-family residence may be erected upon each lot, and no lot may be divided or resubdivided in such a manner as to violate this restriction. No roads across or right-of-way through any lot may be constructed, maintained or utilized in order to provide access to any adjoining property, whether part of the subdivision or not, without the approval of the Committee.

There shall be no detached garages, outbuildings or servants quarters, excepting therefrom a bathroom built expressly in conjunction with a private swimming pool which has been approved by the Committee.

SECTION TWO: BUILDING LOCATION

No residence shall be located on any one of said residential building lots nearer to the right-of-way of any street than forty (40) feet, nor nearer than twenty (20) feet to any side lot line, nor nearer than twenty-five (25) feet set back from the rear boundary line; except where specific approval has been obtained from the Committee and where said approval is in compliance with applicable zoning regulations. All dwelling houses shall have conventional and acceptable frontal appearances from the main street fronting said lots.

SECTION THREE: NUISANCES

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.

SECTION FOUR: TEMPORARY STRUCTURES

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

SECTION FIVE: BUILDING COMPLETION

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.

SECTION SIX: DWELLING SIZE AND QUALITY

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:

(1) As to split-level and split-foyer type houses, a minimum of 1400 square feet of finished area on the main (upper) floor; and

(2) As to other types of houses, with or without a basement, a minimum of 1400 square feet of finished area for single story buildings, and a minimum of 1200 square feet of finished area on the ground floor of two-story buildings.

All single story buildings (this does not include split-level or split-foyer type houses) not having a basement must have an attached garage or carport. No asbestos siding, permanent 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 siding or masonry.

All driveways shall be constructed of concrete or asphalt pavement. Any deviation from this requirement must be approved by the Committee.

SECTION SEVEN: ARCHITECTURAL 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 Committee as to quality of workmanship and material, harmony of external design with existing structures, and as to the location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. It is stipulated that such approval shall not be unreasonably withheld. Architectural approval shall be as provided for in Section Thirteen of these covenants and restrictions.

SECTION EIGHT: LIVESTOCK, POULTRY AND INTOXICANTS

No sheep, goats, swine, horses, cattle, burros, fowls, or any like animals 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 streets or ways in or bordering the same. There shall be no kennels permitted on any lot in the subdivision, for the commercial breeding of domestic pets. 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 roam or run at large from any owner's lot to any other lot in the Subdivision or upon the streets or alleys of the Subdivision. No liquor, beer, wine, or other intoxicating substances shall be sold within the bounds of said Subdivision.

SECTION NINE: ZONING REGULATIONS

Whether expressly stated so or not in a deed conveying any one or more of said lots, each conveyance shall be subject

to the Zoning Act 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, and to the zoning regulations and building ordinances.

SECTION TEN: MAINTENANCE OF LOTS

All of said lots in the Subdivision must 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.)

SECTION ELEVEN: SEWAGE DISPOSAL

Before any dwelling on said premises shall be occupied, a septic tank, or a sewage disposal system, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed, and shall be continuously maintained thereafter in a proper state of repair. The effluent from such septic tank or sewage disposal system shall not be permitted to discharge into any stream, storm sewer, open ditch or drain unless first it has been passed through an absorption field approved by the public health authority.

SECTION TWELVE: OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, on or under any lot, No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon a lot.

SECTION THIRTEEN: ARCHITECTURAL REVIEW COMMITTEE

The Architectural Review Committee (the "Committee") shall consist of George S. Johnston, Jr. or his heirs, devisees successors, or assigns until such time as all of the lots in the subdivision have been sold by him or his heirs, devisees,

successors, or assigns. Thereafter the Committee shall be composed of three individuals to be selected by majority vote of lot owners in the Subdivision, such owners being entitled to one vote for each lot owned. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to act or designate a temporary successor until a successor has been elected by the lot owners. No member of the Committee shall be entitled to any compensation for services performed. Following the sale of all lots by George S. Johnston, Jr. or his heirs, devisees, successors or assigns, the record owners of a majority of the lots in the subdivision shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties.

The Committee's approval or disapproval of any proposed construction as provided herein shall be in writing. In the event the Committee fails to approve or disapprove any plans or specifications that have been submitted to it within thirty (30) days thereafter, or in any event, if no suit to enjoin the construction of any dwelling has been commenced within thirty (30) days of the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION FOURTEEN: GENERAL PROVISIONS

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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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 for each violation, including a reasonable attorney's fee.

SEVERABILITY: Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, George S. Johnston, Jr. has hereunto set his hand on this 30 day of January, <sup>1981</sup> 1980.

*George S. Johnston, Jr.*  
GEORGE S. JOHNSTON, JR.

STATE OF TENNESSEE)  
COUNTY OF HAMILTON)

Personally appeared before me, a Notary Public in and for the state and county aforesaid, George S. Johnston, Jr., the within named bargainer, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Chattanooga, Tennessee, on this the 30<sup>th</sup> day of January, <sup>1981</sup> 1980.

*Allie Marble*  
Notary Public

My Commission Expires: C 6 2 2 7

Notary Public License No. 21, 1980

IDENTIFICATION  
REFERENCE

JAN 30 11 55 AM '81

DOROTHY P. GAITHER  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

LAW OFFICES  
WITT, GAITHER,  
& WHITAKER  
100 AMERICAN NATIONAL  
BANK BUILDING  
CHATTANOOGA,  
TENNESSEE 37402

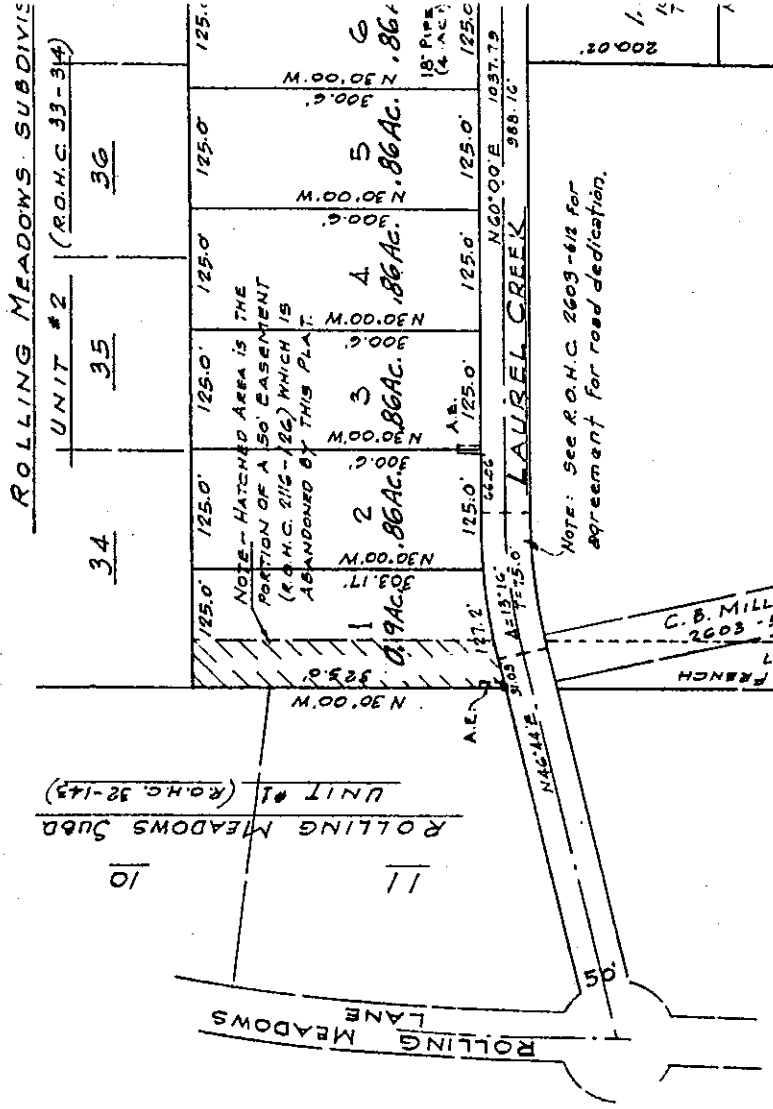
JAN30 MISC

C\* 21.00 \*

21.00

**NOTES:**

- 1) Present zoning classification is Agricultural
- 2) 40.5 acres are subdivided by this plan.
- 3) Water source is Waldens Ridge Utility District.  
Lots are served from 6" mains in both streets.
- 4) Error of boundary closure > 1'-10.000.



Note: See R.O.H.C. 2603-612 for agreement for road dedication.

C.B. MILLER, II  
2603-552

TALBOT & FRANCH  
171-177

BRUCE & NEAL  
DB. 2603-555

CHAPIN B. MILLER, II  
DB. 2603-552

**NOTES CONT'D.**

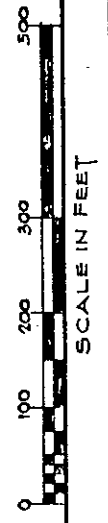
- 5) This plat resubdivides part of deed 2469-507 (R.O.H.C.)
- 6) This plat also conforms to applicable conditions recorded in book 2116-186 (R.O.H.C.)
- 7) There is a 25' field line setback (minimum) from drainage easements shown.
- 8) The owner, developer shall install all improved drainage easements shown. The maintenance of drainage easements is the responsibility of the property owner and not the local government.

Shows location of 5' x 20' anchor easement.

FINAL  
PLAN OF  
UNIT ONE  
LAUREL CREEK  
SUBDIVISION  
HAMILTON COUNTY, TENNESSEE

SCALE 1" = 100'      SEPT. 1980

DRAWING NO. 1080-485-2  
FIELD BOOKS 502-42, 503-13



SCALE IN FEET



