

BOOK 3440 PAGE 401

RESTRICTIVE COVENANTS ON PONDEROSA ESTATES

WHEREAS, Audry Sullivan and Rita Clendenen, doing business as Ponderosa Estates, are the owners of property in the Third Civil District of Hamilton County, Tennessee, which has been subdivided and is now known as Lots One (1) through Twenty-three (23) of Ponderosa Estates Subdivision as shown by plat in Plat Book 3440, Page 401, in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, it is the intent, purpose and desire of the owners to insure the proper development of said subdivision and for such purposes there is hereby imposed on the above numbered lots in said subdivision the restrictive covenants and conditions here and after set forth which shall be a part of the consideration of each of said lots in said subdivision and shall run with the land, the same being for the use and benefit of the present and future owners of lots in said subdivision and to be effective whether mentioned in subsequent conveyances or not.

Handwritten: Audry Sullivan, P.O. Box 366, Dooly, TN 37314

1. LAND USE AND BUILDING TYPE: No building or structure shall be erected, placed, or permitted to remain on any lot other than one detached single or two family dwelling, not to exceed two stories in height. A garage, carport or utility building may also be constructed either attached or unattached. An outdoor recreational facility such as swimming pools, barbecue pits, etc. are also permitted.

2. TYPE OF EXTERIOR FINISH: The exterior finish of all dwellings and improvements may be of brick, frame, phylon aluminum siding, cedar shakes, stucco, or concrete block, if such block is either stuccoed or painted. Asbestos shingles or imitation brick or stone siding are expressly prohibited. Where Mobile Homes are located on lots, they shall meet all specifications set forth in paragraph (4) hereto.

3. DWELLING SIZE: As to any one story dwelling, the minimum area thereof shall be 1,000 square feet, excluding the garage, carport, porches, terraces, etc. As to any dwelling other than a one-story dwelling, there shall be a minimum of 900 square feet on the main level of said building. The provisions shall not apply to Mobile Homes which are governed by the provisions of paragraph (4), hereof.

4. MOBILE HOMES: Single wide Mobile Homes may be erected or placed in this subdivision, SUBJECT to the following restrictions and conditions:

a) Single wide Mobile Homes are not allowed on lots 1 - 2 - 5 - 9 - 10 - 11 - 14 - 15 - 18 - 19 - 22 - 23, but are allowed on all others.

b) The Mobile Home must contain a minimum of 720 square feet and be at least twelve (12) feet wide.

c) Travel Trailers are expressly prohibited for use as dwelling.

d) The foundations of all such Mobile Homes shall be fully enclosed and no wheels or supporting columns shall be visible.

e) Not more than one Mobile Home shall be placed upon any lot, unless such Mobile Homes are so professionally tied together as to constitute a single dwelling and are compatible as to size and appearance.

f) Each Mobile Home shall be permanently connected to an approved sewage disposal system and to all utilities (water, electricity).

g) The term "Building" and the term "Dwelling" wherever used herein, shall include a Mobile Home.

5. BUILDING LOCATION: Every building shall be erected according to local zoning laws and regulations. For the purpose of this covenant, eaves, steps and open porches without roofs, shall not be considered as a part of the building, provided the same shall conform to the zoning laws and regulations applicable thereto, and shall not encroach on any adjoining lot.

Prepared by Charles Allen III, 617 Walnut St Chattanooga TN 37402

BOOK 3440 PAGE 402

6. LOT AREA AND WIDTH: No dwelling shall be erected on any lot, other than the lots as platted on the Subdivision Plat and these shall not be reduced in size. It shall be permissible to use more than one lot, or lot and part of lot, as single building site, provided that easements can be relocated.

7. NUISANCES - HOME OCCUPATIONS: No noxious or offensive activities shall be carried on upon any lot and no home occupation (as that term is defined by the applicable zoning laws) shall be carried on upon any lot. No unlawful activity or anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently until a dwelling house is complete. There shall be no junk autos left or permitted to remain on any of said lots.

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

10. GARBAGE OR REFUSE DISPOSAL: No lot shall be used or be caused to be used, maintained or in any other manner be used for a dumping ground for rubbish, trash or garbage or other waste materials. All such materials shall be kept or caused to be kept, in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of local and state public health authorities. Approval shall be obtained from such authority. No outside toilets or privies shall be permitted.

12. DRIVEWAYS: All driveways shall be of concrete, hot asphalt mix or gravel. All driveways shall be kept free of grass, weeds or other growth.

13. LOTS TO BE MAINTAINED IN NEAT CONDITION: No lot shall be permitted to become overgrown with weeds or underbrush and it shall be the duty of every owner to keep his lot clear and cleaned of all underbrush and weeds, as well as free and clear of all rubbish, litter, trash or other unsightly materials.

14. In the event any one or more of the Restrictive Covenants above set forth shall be violated by any party, either owner or tenant, then the party or parties guilty of such violation shall be subject and liable at the suit of the said Ponderosa Estates, its successors and assigns, and Audry Sullivan and Rita Clendenen; their heirs and assigns, 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 reasonable attorney's fees incident to litigation, which are agreed upon as liquidated damages, and shall be liable for such other and additional damages as may accrue.

15. Invalidation of any one 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.

16. Ponderosa Estates, Inc. its successors or assigns, and Audry Sullivan and Rita Clendenen, their heirs and assigns, reserve the right to waive any violation of said Restrictive Covenants, which they deem to be minor in character and not to adversely affect the overall purpose sought to be attained by these Restrictive Covenants.

17. These Restrictive Covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless by a vote of the majority of lot owners it is agreed to change restrictive covenants in whole or in part. Said changes must be in writing and recorded in the Register of Deed's Office, Hamilton County, Tennessee.

BOOK 3440 PAGE 403

Witness our hands this 11 day of January 19 88

Audrey Sullivan  
Audrey Sullivan

Rita Clendenen  
Rita Clendenen

Signature not legible  
for filing.

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 11<sup>th</sup> day of JAN., 19 88, before me personally appeared AUDRY SULLIVAN, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal.

Wanda J. Skilton  
NOTARY PUBLIC

My Commission Expires: 10-28-89

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 11<sup>th</sup> day of JAN, 19 88, before me personally appeared RITA CLENDENEN, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal.

Wanda J. Skilton  
NOTARY PUBLIC

My Commission Expires: 10-28-89

01/12/88

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IDENTIFICATION  
REFERENCE

JAN 12 2 21 PM '88

SARAH P. DE FRIESE  
REGISTER  
HAMILTON COUNTY