

Rec'd
Chickington
118 E. 7th St.
Chickington, Tenn. 37401

2444-305

AGREEMENT

RIVERVIEW OAKS

WHEREAS, the undersigned, RIVERVIEW OAKS JOINT VENTURE, herein "Owner" is the owner of certain land in the Second Civil District of Hamilton County, Tennessee, described as Lots 1 through 14, all of Riverview Oaks Subdivision, a subdivision as shown by plat thereof prepared by Hopkins-Worton Engineering Company, Inc., dated September, 1977, No. 1077-1083-2, and recorded in Plat Book 32, Page 49, of the Register's Office of Hamilton County, Tennessee; and

WHEREAS, it is the desire of Owner to insure the proper development of said lands in and to exclusive and attractive residential sites;

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

Owner hereby imposes and charges all of the above lots in said Riverview Oaks Subdivision with the following special covenants and restrictions, and each and every conveyance of any one of said lots shall be subject to the following conditions, reservations, covenants and agreements, which will run with the land:

- (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 lot, other than one detached single family dwelling, not exceeding two stories in height, and attached carport or garage (herein collectively "dwelling house");
- (b) No dwelling house shall be designed, patterned, or constructed to serve or for the use of more than one single family, and no dwelling house shall be used as a multiple family dwelling at any time nor converted into an apartment; except that the additional house separated from the main house on Lot 13 by breezeway may be rented for single family purposes.

Prepared by:

Law Office
MILLER & MARTIN
Third Floor
Vanderbilt Building
Chattanooga,
Tennessee 37402

2444 806
MCC 1-25 806

- (c) No portion of any dwelling houses on Lots 6 or 7 shall be located nearer to the right of way line of any street upon which either of said Lots abuts than twenty-five (25) feet. No portion of any dwelling house on Lot 14 shall be located nearer to the center line of any street upon which said Lot abuts than fifty (50) feet. No portion of any dwelling houses on any other Lots within Riverside Oaks Subdivision shall be located nearer to the center line of any street upon which any of said Lots abut than sixty (60) feet. No dwelling house shall be placed on any of said lots so that any portion thereof shall be nearer than twenty (20) feet to any side line or nearer than thirty (30) feet to any rear line, except that swimming pools may be constructed within rear yard lines;
- (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 temporary living quarters before completion 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, and then for construction and not residential purposes only;
- (f) No dwelling house shall be erected on any lot having an enclosed living area, exclusive of open or screened porches, carports, garages, or basements of less than 2,500 square feet, provided the main living area or quarters may be included in what is known as split level houses (any level to qualify as main living area must be exposed for full height on three sides);
- (g) Garages or carports on any one of said lots may be included in basements or may be otherwise attached to any dwelling house but in no case shall any garage or other building or service and utility structure be detached except for presently existing structures on Lot 10. Garage, carport, or basement area shall not be included within the term "living area" as

Law Office
WELLES & MARTIN
Bank One
Victory Building
Chicago, IL
Tel: 312.329.7400

2444 20687

used in the preceding paragraph. Such garages may contain finished living space provided the provisions of paragraph (b) above are observed;

- (h) No driveway or access shall be permitted to or from Riverview Road except from Lots 10 and 11 and any resubdivided lots thereof. Houses with access to Riverview Oaks Road must front on said street;
- (i) All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots, and for those lots, the rear line of which abuts Riverview Road the rear of said houses shall be finished and landscaped in a good and attractive manner so as to give a frontal appearance;
- (j) No residential lot shall be resubdivided but shall remain as shown on said recorded plat, except that two or more lots may be combined into one lot and any one lot may be divided so as to add it to adjoining lots, in either of 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 lots as combined. Lot 10 may be re-subdivided into three or less lots and Lot 11 into two lots, each of which shall otherwise meet the requirements of these restrictions and each of which shall conform to applicable zoning and subdivision ordinances at the date of resubdivision.
- (k) No asbestos siding, artificial stone or tin or metal roofs shall be used on a dwelling house on any of said lots, except tin or metal mansard roofs shall be acceptable, and no concrete blocks shall be exposed to view on any such dwelling house;
- (l) No building shall be erected, placed or altered on any building lot in Riverview Oaks Subdivision, until the building plans, specifications and the plot plan showing the location of such building shall have been approved in writing by Owner, its successors, assigns, or designees, as to conformity and harmony of external design with existing structures in the subdivision or in the adjoining subdivision known as Lyndhurst, and as to the location of the building and topography and finished ground elevation. Approval of said plans and specifications shall not be unreasonably withheld and if Owner fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted or in the event a dwelling house shall have been fully completed and erected on any lot in the subdivision, without disapproval of the plans thereof, and without legal process instituted

Law Office
MILLER & MARTIN
Fourth Floor
Vanderbilt Building
Columbia,
Tennessee 37202

2444 898

to enjoin the construction thereof, it shall be conclusively presumed that such written approval was obtained;

- (m) 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;
- (n) 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 1919, Chapter 460, House Bill No. 1528 as adopted by Resolution of the City Council of Hamilton County, Tennessee, on August 13, 1941, and any amendments thereto effective as of the date hereof;
- (o) All of said lots in said subdivision must from the date of purchase be maintained by the respective owners thereof 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, Owner or Owner's 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, at the rate of 2.5 times the cost of labor and materials used, to the owner, which shall be a valid debt of the then owner of such lot and, failing payment within thirty (30) days from billing, shall be collectible by appropriate legal action, together with interest thereon at the highest contract rate permitted in Tennessee, the expense of which, together with reasonable attorney's fees, shall also be the responsibility of such owner;
- (p) All utility lines, including electrical and/or telephone connections shall be placed under ground from the time that said utility lines enter onto the property until they reach the dwelling;
- (q) Any bathhouse built expressly in conjunction with a private swimming pool shall not be included under the prohibition stated in paragraph (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.")

Law Office
MILLER & MARTIN
Trust First
Walker Building
Chattanooga,
Tennessee 37402

2444 118589

- (r) No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period;
- (s) No chain link or block fences shall be erected or maintained on any lot except for confinement of household pets and then same shall be screened and landscaped and approved by the Board;
- (t) Each owner shall provide off-street parking for at least two automobiles prior to the occupancy of any dwelling unit constructed on any lot.
- (u) No mobile type of home shall be placed or permitted to remain on any lot. Any boat trailers, campers or other towed vehicles kept on any lot shall be parked in a covered garage.

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 not affect any of the other covenants, restrictions or 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 of the 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 for a period of forty (40) years from the date hereof, 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 by, through, or under it shall or will convey, devise, or demise any of said lots or any part of same except subject to the foregoing covenants, conditions and restrictions.

For Clerk
 MILLER & MARTIN
 State Street
 Chattanooga, Tennessee 37402

2444 900

and the obligation to observe and perform the same. These covenants, conditions, and restrictions shall run with and be appurtenant to each of said lots 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 lots 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, it shall be lawful for Owner, its successors or assigns, or any other person or persons owning any other lot or lots in said 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 to enjoin prevent him or them from so doing. The owner of any lot in violation hereof shall be further liable for such damages as may accrue, it being stipulated that reasonable attorney's fees and court costs incident to any such proceedings shall constitute liquidated damages. Upon sale of the last lot in the Subdivision by Owner, its successors and assigns, the right of enforcement hereunder shall automatically pass to the owners from time to time of the lots or any association formed by such owners for the benefit of all the lots.

IN WITNESS WHEREOF, this instrument has been executed this 20th day of October, 1977.

RIVERVIEW OAKS JOINT VENTURE

By: *J. R. [Signature]*

Law Office
MELLEN & MARTIN
Trusts, Wills
Wills, Estates
Chattanooga
Telephone 376-22

MR 2444 NR 001

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, R.A. Payne, of the
state and county aforesaid, personally appeared T. A. Lupton, Jr.,
with whom I am personally acquainted, and who upon oath,
acknowledged himself to be a partner of Riverview Oaks Joint
Venture, the within named bargainor, a partnership, and
that he as such partner, being authorized so to do, executed
the foregoing instrument for the purpose therein contained,
by signing the name of the partnership by himself as partner
and further acknowledged that he executed the same as his
free act and deed.

WITNESS my hand and seal, at office in Chattanooga
Tenn., this 25 day of October, 1977.



R.A. Payne
Notary Public

commission expires:
7-21-81

071-847

IDENTIFICATION
REFERENCE
OCT 21 10 49 AM '77
DOROTHY P. BRANNER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

NOTARIAL FEE \$10.00 + 2.00