RECORD BOOK 166

forever in fee simple. I coverage that I a am lawfully seized and possessed of said real estate have full power and lawful authority to sell the same that the title there to is clear, free and unincombered except as above mentioned and I will warrent and defend the same against all lawful clames Witness my hand this the 2nd day of Jenuary 1953.

James Stevens 666'6

State of Tennessee

County of Hamilton Before me personally appeared James Stevens to me known to be the person in and who executed the within instrument and acknowledged that he executed

the same as his free act and deed in witness my hand this the 2nd day of January 1953.

W. W. Robinson Notary Public My commission expires the 18th day of October 1953

State of Tennessee

Hamilton County, The above Instrument and certificate were filed Apr 7, 1953 at 2:14 P.M. entered in Note Book No 55 Page 338 and recorded in Book 1106 Page 322. Witness my hand at office in Chattanooga, Tenn.

Ha Steward Register
Dept Reg

We, J. Gilbert Stein and Warren J. Sawyer, being the owners in fee simple of the property known as Shallowford Hills Subdivision as shown by plat of record in Plat Book 17, page 58 in the Register's Office of Hamilton County, Tennessee, in order to promote and develop a desirable residential area, do hereby impose on all the lots in eaid subdivision the following Special Covenants and Restrictive Conditions:

- 1. Each lot shall be known and described as a residential lot, and no structure shall be erected on said residential building lot other than one detached single dwelling not to erceed two sotries in height and a one or two car garage, and said garage must be built of equal or better materials than the dwelling placed on said lot.
- 2. No building shall be erected on said residential building lot nearer than 80 feet to the center line of street on which it faces, nor shall any dwelling be erected nearer than 15 feet to any side line of said lot.
- 3. No building shall be erected on said residential building lot until the design, plans, construction and logstion thereof have been approved in writing by a committee appointed by the subdivider or elected by a majority of the owners of lots in said subdivision. However, in the event such committee is not in existence of fails to disapprove such design, plans, construction or location within 45 days, then such approval will not be required, provided the design, plans, construction on the lot conform to and are in harmony with existing structures in the tract. In any case, either with or without the approval of the committee, no dwelling may be finished with aspestos siding or concrete blocks; and if concrete blocks are used in the footings and foundation, such concrete blocks must int show above the dirt line. Each dwelling shall have one or more baths. No dwelling shall have more than two bedrooms to each bath.
- 4. No structure or dwelling shall be constructed containing less than 1,600 square feet of floor space, exclusive of porches, breezeways, and garages.
- 5. No noxious or offensive trade shall be carried on upon said lot, nor shall anything be done thereon which may be or become a nuisence to the neighborhood.
- 6. No trailer, garage; besement or other structure shall be used as a residence, either temporarily or permanently.
- 7. Said lot, when built upon, shall be provided with septic tank meeting the requirements of the State Board of Health and the Chattanooga-Hamilton County Board of Health.
- 8. That said lot be served with municipal water and electricity.

10. These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1983.

11. Invalidation of any one of these covenants by judgment or court order shall in no piece affect any of the other provisions which shall remain in full force and effect. Should any one of the above stipulations be violated at any time by the grantee or grantees and/or their heirs and assisms, or anyone deriving title or rights from or through them, then they or either of them shall be subject at the suit of the grantors, their successors or assisms, or by the then constituted public authorities to be enjoined by proper process from violating this contract and shall be liable for costs and remainable attorney's fees incident to such injunctive process, which costs and attorney's fees are agreed upon as liquidated damages, and shall also be liable for such other and additional damages as may accrue.

The entire contract between the grantors and grantees, or grantees in every deed as to restrictions in stated in this instrument and the restrictions and limitations are solely for the benefit of the grantors, and the cuestion of further development, either of the property herein (conveyed) or the properties of the grantors, or of other improvements is no part of the consideration to all of which the purchaser or purchasers in accepting said deed shalls agree.

Witness our bignatures this the 20 day of April 1953.

J. Gilbert Stein J. Gilbert Stein

W. J. Sawyer Warren J. Sawyer

State of Tennessee

County of Hamilton On this 20th day of April 1953 before me personally appeared J. Gilbert Stein and Warren J. Sawyer, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed and delivered

the same as their free act and deed on the day and year therein mentioned.
Witness my hand and seal at office this 20th day of April 1953.

Fleanor Fratt Notary Public My commission expires January 19, 1956

State of Tennessee

Hamilton County The above Instrument and certificate were filed Apr 20 1953 at 12:50 P.M. entered in Note Book No 45 Page 35h and recorded in Book 1106 Page 323 Witness my hand at office in Chattanooga, Tenn.

Jakiman Register
Dept Reg

Witness my hand this 3rd day of April 1953.

Solomon R. Brickman

State of Tennessee
Hamilton County The above Instrument and certificate were filed Apr 7 1953 at 2:35

476

AMENDMENT OF RESTRICTIONS

WHEREAS, by instrument registered in Book 1106, page 323, Register's Office, Hamilton County, Tennessee, executed by L. Gilbert Smiz and Warren J. Sawyer, dated April 20, 1953, certain restrictions were imposed on Shallowford Hills Scholivision, as shown by plat of record in Flat Book 17, page 58, Register's Office, Hamilton County, Temerosco; and,

WHERRAS, Bern Four (4) of said restrictions reads as follows:

No structure or dwelling shall be construed containing loss than 1, 600 square feet of floor space, exchasive of porches, breezeways, and garages; and

AS AMENDED by instrument dated March 28, 1959 and recorded in Brok 1347, page 311, Register's Office, Hamilton County, Temessee;

AND

WHEREAS, the Trustee Owner, THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA, as Trustee, and the beneficiaries under said Trusteeship, J. GHEERT STRIN and WARREN J. SAWYER, wish to increase the minimum requirements necessary to establish a high-class residential neighborhood.

NOW, THEREFORE, We, THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA, TRUSTEE, J. GILBERT STEIN and WARREN J. SAWYER, do hereby impose on the unsold lots in said Shallowford Hills Subdivision, the following:

- No building shall be erected, and no excavation, nor any preparation toward construction other than clearing of brush, can begin on said residential building lot until the design, plans, construction and location thereof have been approved in writing by a committee appointed by the subdivider or elected by a majority of the owners of lots in said Subdivision. However, in the event such committee is not in existence or falls to disapprove such design, plans, construction or location within forty-five (45) days, then such approval will not be required, provided the design, plans, construction on the lot conform to and are in harmony with existing structures in the tract. In any case, either with or without approval of the committee, no dwelling may be finished with asbestos siding, stucco, or concrete blocks, and if concrete blocks are used in the footings and foundation, such concrete blocks must not show above the dirt line. If wood shingles are used, they must first be approved by the committee. Each dwelling shall have one or more baths. No dwelling shall have more than two (2) bedrooms to each bath.
- Any one story house constructed on any lot shall contain a minimum of eighteen hundred (1800) square feet of floor area and any one and one-half or two story house constructed on any lot shall contain twenty-two hundred (2200) square feet of floor area, exclusive of porches, breezeways, garages, basements in each case. Each building shall be comparable to other houses in the community from the standpoint of architectural fitting materials, and workmanship; i. e., they must be the type of homes that will fit into the community and will not depreciate the value of, or detract from, the homes already

WITNESS the hands of J. GILBERT STEIN and WARREN J. SAWYER; and,

IN WITNESS WHEREOF, THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA, TRUSTEE, has caused these presents to be executed by its Vice-President, H. W. AKERS, and by its Secretary, WINDELL C. KELLEY, and its Corporate seal beliefs affixed on this the 1st day of April, 1964.

Gibert-Stein

Warren J. Sawyer

THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA, TRUSTEE

HNG W. Akers, Vice-President

Kelley, Secretary

STATE OF TENNESSEE

Puss

E. W. Con

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"CHAT (ANOGE.

COUNTY OF HAMILTON On this 2.2 "day of , 1964, before me personally appeared J. GILBERT STEIN and WAREIN J. SAWYER to me known to be two of the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. WITNESS my hand and Notarial Seal.

My Commission Expires Oct. 6, 1965

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STATE OF TENNESSEE	- 3 9
COUNTY OF HAMILTON OR MAN	ومبر
Refere me, a Notary Pablic, duly appointed, 4 commissioned and qualified in and for the State and County aforesaid, personally appeared H. W. AKER	S
and WINDELL C. KELLEY, with whom I am personally acquainted, and who upon cath acknowledged the	172-
selves to be the Vice-President and Secretary, respectively, of THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA, TRUSTER, one of the within named bargainous, a corporation, and the	
they, as such Vice-President and Secretary, being authorized so to do, executed the foregoing instrumen	
for the purposes therein contained by signing the name of the corporation by themselves as such vice-	
President and Secretary. IN TESTIMONY WHEREOF, I have becrepping set my hand and Notorial Seal at Office in said Com-	t v
and State on this the FF City of 1964	
La US MAH	
Notary Public	-
My Commission Expires Oct. 6, 1965	
M commission epires:	
PUD NO PU	
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1.00 co.	:
STATE OF TENNESSEE, HAMILTON COUNTY: The above Instrument and Certificates were filed. July 23, 1964.	áp.
The above Instrument and Certificates were filed. July 23, 196h. at 10:52 A.M. entered in Note Book No. 57 Page 511 and recorded in Record Book 1588 Page 176	
Record Book 1500 Page 11/0. WITNESS my hand at Office in Chattanooga, Tennessee.	N.
Lorothy P.Br. Register	-
1 H. SELETS	7
Soot of the state	
IN CONSIDERATION of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt of which is acknowledged, in-	7
cluding the assumption by the Grantees and their agreement to pay the principal	
balance, with interest accruing thereon, owing on a certain promissory note executed by us, under date of May 19, 1961, payable to the order of First Federal Savings	
and Loan Association of Chattanooga, payment of which is secured by Deed of Trust	
to H. R. White, Trustee, appearing of record in Book 1469, page 472, in the Register's Office of Hamilton County, Tennessee;	
We, JOSEPH R. WATSON and Wife, WILLETTA JOHNSON WATSON, do hereby sell,	
transfer and convey unto J. A. WATSON and Daughter, MARY MARGARET WATSON, the	
following described Real Estate:	
IN THE CITY OF CHATTANOOGA, EAMILTON COUNTY, TENNESSEE:	
The North fifty (50) feet of the South one hundred (100) feet of Lots Twenty-seven (27) and Twenty-eight (28), Blackleys	
Addition to Ridgedale, as shown by plat recorded in Plat Book	
1, page 16, of the Register's Office of Hamilton County, Tennessee. According to said plat, said parts of lots form one	
tract of ground fronting 50 feet on the East line of East 14th	
Street, and extending back Eastwardly, between parallel lines 125 feet.	
REFERENCE is made for prior title to Book 1195, page 46, of the	**
Registers Office of Hamilton County, Tennessee. SUBJECT TO Governmental zoning and subdivision ordinances or	
regulations in effect thereon.	i
Taxes for the Year 1964 are assumed by the Grantees herein, and there is	
assigned unto them all funds held in Escrow under the terms of said Deed of Trust for payment of taxes and insurance premiums.	
TO HAVE AND TO HOLD the said described Real Estate unto the said J. A. Watson and Daughter, Mary Margaret Watson, their beirs and rasigns, forever in	
fee simple.	
We covenant that we are lawfully seized and possessed of said described	
Real Estate; have good right and lawful authority to sell and convey the same; that the title thereto is clear, free and unencumbered, excepting as hereinabove set out;	
and we will forever warrant and defend the same against all other lawful claims.	200
IN WITNESS WHEREOF we have hereunto set our hands, on this the 13th day of	1
July, 1964. A Corre 50 OTAL 530	K. 1
Lount of Hatson	
Millett, Delman Wit	4
STATE OF TROBSSER	200
COUNTY OF HAMBROAD M. PAMSEY	8
On this 2/ day of July, 1964, before me personally appeared Joseph R.	
Watson and Wife, Willetts Johnson Watson, to me known to be the persons described	20.0
in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.	S
the same as short trac side when wards	
IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.	Š
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Meledien C. Sing	