

BOOK 2085 PAGE 69

RESTRICTIONS

WON & WON, ATTORNEYS
BY MARY ANN
CANTRELL, TENNESSEE STATE

SHENANDOAH SUBDIVISION UNIT NO. ONE

WHEREAS, WE, C. F. Weidner and wife, Edith B. Weidner and Ernest Palmer and wife, Doris Jean Palmer are the owners of property in the Southwest Quarter of Section Five (5), Township One (1), South Range Two (2), West of the Basils Line, Ocean District, Hamilton County, Tennessee, which has been platted, and is known as Unit No. One (1) Shenandoah Subdivision, as shown by plat thereof appearing of record in Plat Book 26 page 107, in the Register's Office of Hamilton County, Tennessee, as will appear by reference thereto; and

WHEREAS, it is our intent, purpose and desire to insure the property development of said Unit No. One (1) Shenandoah Subdivision, into an exclusive residential section, and for such purposes there is hereby imposed upon said Unit No. One (1) Shenandoah Subdivision and each lot therein, the restrictive covenants and conditions hereinafter set forth, which shall be a part of the consideration for the conveyance of each and every lot in the subdivision, and shall run with the land, the same being for the use and benefit of the present and future owners of lots in the subdivision, and to be effective whether or not mentioned in subsequent conveyances.

These restrictive covenants are in addition to any municipal or governmental requirements which now or may in the future affect said lots; and, if any one or more of these restrictive covenants should be in conflict with any of the provisions of such governmental regulations or amendments, they shall be deemed as overruled thereby, inferior thereto, and inapplicable to the extent of said conflict, but such overruling of one or more of the following provisions either in whole or in part shall not invalidate any of the remaining provisions or parts hereof. If any of the restrictive covenants herein set forth shall be held invalid by any court of competent jurisdiction, the remainder of the provisions of this instrument, and the application to purposes or circumstances other than to which the same be held invalid, shall not be affected thereby.

(1) LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, or placed, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height, which must include a garage or car-port for a minimum of two cars, which may be attached to the main dwelling or beneath the same. There will also be permitted on said lots outdoor recreation facilities, such as swimming pool, barbecue pit, etc.
Any concrete blocks used in construction shall be fully veneered or covered, so that the same shall not be apparent.

(2) DWELLING SIZE. A minimum square foot floor area of the main dwelling structures, exclusive of one story porches, garages, car-ports, etc. . . . shall be 1300 square feet on the basic ground floor level. In case of ranch style or one story homes, the minimum square foot area of the main dwelling, exclusive of one story porches, garages, car-ports, etc. . . . shall be 1600 square feet. It is expressly stipulated that no area below the ground floor level, nor any area above the ground floor level, shall be included in calculating such minimum square foot area, with the express provision and stipulation that where the residence is of "split-level" construction, the upper portion of the "split-level" shall be treated and construed as the ground floor area thereof. As to two-story residences, it is provided that there shall be a minimum living area of 800 square feet on the second floor, and a minimum living area of 1200 square feet on the first floor, excluding garages or car-ports. It is further provided as to two-story residences, the same shall have a minimum width across the front of 55 feet, including the garage or car-port, unless plans are approved in writing by C. F. Weidner or Ernest Palmer (or, in event of their death, by Edith B. Weidner or Doris Jean Palmer; or in event of death of all, by their heirs), and be recorded in the Register's Office of Hamilton County, Tennessee, in which event less than said 55 foot width may be allowed.

BOOK 2085 PAGE 70

- (3) **BUILDING EXTERIOR.** It is provided that in the erection and construction of dwelling houses and improvements on said lots, there shall be no exposed concrete blocks, nor shall there be any asbestos siding used. The front elevation on all dwellings shall consist of at least 1/2 stone, brick or masonry (Excepting concrete blocks). On corner lots, it is required that these shall be at least 1/2 stone, brick or masonry used on both sides of the dwelling facing the streets (Excepting concrete blocks). Exterior material other than stone, brick, or masonry must be approved in writing by C. F. Weidner or Ernest Palmer or others above-mentioned in case of their deaths. We reserve the right to grant special permission for residences of a style which may require wood finish, or something other than stone, brick or masonry.
- (4) **BUILDING LOCATION.** No building shall be located on any lot nearer to the front line than 35 feet, nor nearer than 10 feet to any interior lot line; and not nearer than 20 feet to any side street line. No structures, other than swimming pools, outdoor fireplaces, etc. . . . of approximate ground level construction, shall be located on the rear 25 feet of any lot. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, providing, however this shall not be construed to permit any portion of the building to encroach upon another lot. (No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any lot that does not conform to the zoning laws and regulations applicable thereto). It is stipulated that no fence of any kind or character, shall be located except to the rear of the rear line of the dwelling; further, as to corner lots, no fence shall be erected nearer than 35 feet to either street line, and, if the dwelling is more than 35 feet from the side street line, such fence shall not be nearer to the side street line than the line of the dwelling. Any provisions in the above Paragraph (4), may be waived in writing by Ernest Palmer or C. F. Weidner.
- (5) **LOT AREA AND WIDTH.** It is provided that not more than one dwelling house shall be erected or maintained on any one lot; providing, however, this will not prevent the use of one or more lots or parts of lots as a single building plot of ground if the written permission of C. F. Weidner or Ernest Palmer, or others aforementioned in case of their deaths, shall be secured.
- (6) **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. In particular tractor-trailer trucks shall not be frequently or habitually kept parked on a driveway, nor shall the owner of any lot in the subdivision park a tractor-trailer truck in the street or streets therein.
- (7) **TEMPORARY STRUCTURES.** No structures 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.
- (8) **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry, 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, bred, or maintained for any commercial purpose.
- (9) **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (10) **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 public health authorities. Approval of such systems as installed shall be obtained from such authority.
- (11) **DRIVEWAYS.** All driveways must be paved (concrete or asphalt) except the driveways of Lots Thirty-four (34) and Thirty-five (35), which may be pea gravel.

BOOK 2085 PAGE 71

(12) 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 25 years from the date that 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.

(13) ENFORCEMENT. In the event of the violation or attempted violations of any one or more of the foregoing Restrictive Covenants, the party or parties guilty thereof shall be subject and liable at the suit of C. F. Weidner or Ernest Palmer or others aforesaid in event of our deaths, to be enjoined by proper process from such violation, and shall be further liable for such damages as may accrue, it being stipulated that court costs and reasonable attorney's fees incident to any such proceeding shall constitute liquidated damages. We reserve the right and privilege of waiving minor violation of the Restrictive Covenants when the same do not, in our opinion, materially affect the purpose sought to be attained by these Restrictive Covenants, and providing that if such variance or violation should be in violation of any zoning applicable thereto, variance for such zoning violation must be also procured.

(14) SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands, on this 22 day of February, 1973.

C. F. Weidner
C. F. WEIDNER, TRUSTEE
Ernest Palmer
ERNEST PALMER, TRUSTEE

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 22 day of February, 1973 before me personally appeared C. F. Weidner and Ernest Palmer, Trustees, to me known to be 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.



Wayne J. Able
NOTARY PUBLIC

817852

IDENTIFICATION REFERENCE

FEB 22 10 41 AM '73

DOROTHY P. BRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

FEB 25 1973

8* 6.00 * 6.00