


forgoing instrument and acknowledged that he executed the same of his free act and deed.

  
Notary Public

By commissioner expires:

Nov. 6, 1947

SPECIAL COVENANTS AND RESTRICTIVE CONDITIONS

207

WHEREAS, two instruments have been heretofore executed, which appear of record in Book 1229, page 459, and in Book 1239, page 924, Register's Office, Hamilton County, Tennessee, purporting to be executed by Skyline Homes, Inc., but being signed by A. Keith Kropp, Jr., Clara L. Murphy, and J. D. Forster, the said A. Keith Kropp, Jr. and J. D. Forster being officers of said Skyline Homes, Inc., but failing to sign in their official capacity, and Clara L. Murphy being the original owner of the tract of land intended to be subdivided as Skyline Subdivision, and consist of Lots Nos. 1 to 42, inclusive, and said instruments further purporting to be effective on Lots 1 to 42, inclusive, Skyline Subdivision, but only Lots Nos. 1, 2, and 3 of said Subdivision have actually been plotted and filed for record in the Register's Office, of Hamilton County, Tennessee; and;

WHEREAS, by reason of the above recited defects in said two instruments, it is desired to cancel the same in full, so that they shall have no further force and effect, and in lieu thereof to impose the Restrictive Covenants hereinafter provided for; and, also to hereby cancel all building set-back lines that may be shown on the Subdivision Plat of record, hereinabove recited; and;

WHEREAS, Lots Nos. 1, 2, and 3, Skyline Subdivision, have been conveyed to Skyline Homes, Inc. by Clara Leavitt Murphy, and said Skyline Homes, Inc. has in turn conveyed Lot No. 1 unto A. Keith Kropp, Jr., the remainder of the tract still being vested in said Clara Leavitt Murphy; and;

WHEREAS, the entire tract of land is bounded and described as follows:

BEING located in the Third City District of Hamilton County, Tennessee, beginning at a point in the ~~SOUTH~~ line of James Boulevard, located 150 feet Southwestwardly of the Southwest line of Murrell Road; thence Northwestwardly, parallel to the Southwest line of Murrell Road, a distance of 295 feet; thence Northeastwardly, parallel with James Boulevard, a distance of 150 feet to the Southwest line of Murrell Road; thence Northwestwardly along the Southwest line of Murrell Road a distance of 1075 feet; thence Southwestwardly, at approximately right angles to Murrell Road, a distance of 500 feet; thence in a Southwardly direction a distance of 220 feet; thence Southeastwardly, approximately parallel with the Southwest line of Murrell Road, a distance of 900 feet to the Northwest line of James Boulevard; thence Northeastwardly along the Northwest line of James Boulevard a distance of 571.65 feet to the point of beginning, SUBJECT TO A 5-foot strip being taken to widen James Boulevard to a width of 25 feet from its original center line, in platting said subdivision.

In order to protect the value of properties in the said tract of land, there is hereby imposed upon the same, and upon all lots as subdivided therefrom, for a period of 50 years from this date, the following Special Covenants and Restrictive Conditions:

(1) The lots shall be used for residential purposes only, and no structures shall be erected in the subdivision other than detached single-family dwellings, not to exceed two stories in height, with one or two-car garages or car-ports, which must be attached to the dwelling.

(2) In the erection and construction of the improvements on lots in the subdivision, there shall be no exposed concrete blocks, nor shall any asbestos siding be used.

(3) The minimum square foot area of the dwellings, exclusive of porches, breezeways, terraces, garages, car-ports, etc., shall be as follows:

(a) On all lots Nos. One (1) to Forty-two (42), inclusive, a minimum of 1100 square feet, if the dwelling has an attached garage or car-port, or a minimum of 1250 square feet, if there is not an attached garage or car-port.

(b) It shall be permissible to use one or more lots or parts of lots as a single building unit, providing the width and square foot area thereof shall conform to zoning ordinances and regulations in effect, and provided, further, that in no event shall lot so formed be less than the lot size originally platted.

208

RECORDED  
AND INDEXED  
SERIAL

(5) The dwellings erected in the subdivisions shall face the street on which the lots are platted to front; and as to corner lots, this shall be construed to mean the street on which the line of lots in which the corner lot is located shall front.

(6) No dwelling, or other structure shall be located nearer than thirty (30) feet to the street on which it faces, nor nearer than ten (10) feet to any side lot or property line, nor nearer than twenty (20) feet to any side street line, exclusive of open porches, stoops, terraces, etc.

(7) No temporary structure shall be located, erected or maintained on the premises, nor used for residential purposes; nor shall any garage, basement, or three-story structure be used for residential purposes; and the garage shall be constructed simultaneously with, subsequent to the erection of the main dwelling.

(8) No rubbish or offensive waste shall be carried on upon any lot nor shall anything be done thereon which may be or become annoying or nuisance to the neighbors, or objectionable by reason of noise, dust, odor, or smoke.

(9) No chain or animal, other than the usual domestic pets, shall be kept or permitted to remain on the premises.

(10) Such such plan as a general sewage disposal system may serve the area, a sewage disposal system shall be constructed and provided for each dwelling house erected, conforming to the requirements of the Hamilton County Health Department or Board of Health.

(11) Trenches are necessary, of the type and character, and at the locations shown by dotted lines on the subdivision plat; provided, that the easements shown therein by dotted lines, may be used for electric power lines, telephone lines, water lines, gas lines, or other public utility lines serving the area.

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 ourselves, our heirs, or assigns, or the then constituted public authorities, to be enjoined by proper process from violating, and shall be liable for the payment of all cost and reasonable attorney's fees, incident to litigation, which are agreed upon as liquidated damages at any amount.

The Restrictive Covenants above recited are applicable only to the tract of land hereinafter described, and are in no way to be construed as affecting upon any other real estate in the town, owned by either of the parties hereto.

Executed on this the 20th day of January, 1957.

WYNDEN EMMES, INC.

By W. D. Forster  
President

By W. Keith Kropp  
Secretary

By W. Keith Kropp, Jr.  
(W. Keith Kropp, Jr.)

By Clara Leavitt Murphy  
(Clara Leavitt Murphy)

STATE OF OHIO)  
COUNTY OF HAMILTON)

On this the 21 day of January, 1957, before me personally appeared W. Keith Kropp, Jr. and W. D. Forster, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Secretary, respectively, of Skyline Homes, Inc., the valid and legitimate corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument, for the purpose therein contained, by signing the name of the corporation by themselves as such officers.

My witness HEREBY I have hereunto set my hand and Notarial Seal.

Notarization expires:  
Jan. 2, 1961

A. P. Hale  
Notary Public

STATE OF OHIO)  
COUNTY OF HAMILTON)

On this the 21 day of January, 1957, before me personally appeared W. Keith Kropp, Jr. and Clara Leavitt Murphy, 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.

My witness HEREBY I have hereunto set my hand and Notarial Seal.

Notarization expires:  
Jan. 2, 1961

A. P. Hale  
Notary Public

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals at the City of Nashville, Tennessee, this 17th day of November, 1959.

Lot Thirty-three (33), Block "B", Middle Valley Gardens, as shown by plat of record in First Book 15, page 32 in the Register's Office of Hamilton County, Tennessee. According to said plat said lot fronts one hundred (100) feet on the southerly line of Vesper Street and extends approximately, between parallel lines, two hundred eighty (280) feet to the northeastern line of Lot Eleven (11) of said block.

For prior title, see deed recorded in Book 1230, page 224 in said Register's Office.

SUBJECT to any governmental zoning and subdivision ordinances or regulations in effect thereon.

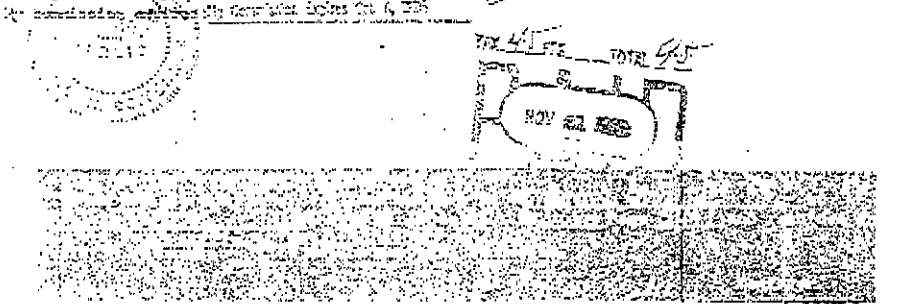
SUBJECT to any subdivision restrictions in effect thereon.

SUBJECT to easement to the City of Chattanooga recorded in Book 1195, page 550 in said Register's Office.

The grantors herein agree to pay all taxes for the year 1959. TO HAVE AND TO HOLD the same unto the said JOHN E. LAMBE and wife, VEOLA LAMBE, their heirs and assigns, forever in fee simple. We covenant that we are lawfully seized and possessed of said real estate, have full power and lawful authority to sell and convey the same; that the title thereto is clear, free and unincumbered, except as hereinabove mentioned, and we will forever warrant and defend the same against all lawful claims.

WITNESS our hands this 17th day of November, 1959. James E. Hubert, Bernard B. Anderson

DEED OF TENNESSEE COUNTY OF HAMILTON On this 17th day of November, 1959, before me personally appeared JAMES E. HUBERT and wife, BERNARD B. ANDERSON, as we know 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.



RESTRICTIONS

WHEREAS, by instrument dated January 10, 1957, and recorded in Book 1252, page 307, Register's Office, Hamilton County, Tennessee, Skyline Homes, Inc., et al., imposed certain restrictions against a tract of land owned by Clara Leavitt Murphy, which had been subdivided into an area known as "Skyline Subdivision"; and

WHEREAS, in the same instrument, said restrictions which had been imposed upon the same were cancelled; and

WHEREAS, said restrictions as imposed in said Book 1252, page 307, said Register's Office, are no longer enforceable for this subdivision, and all owners of said property have joined in this instrument;

NOW, THEREFORE, for a sufficient consideration, we, WILLIAM HUGH LANE and wife, VERA M. LANE, as to Lot Two (2), and WILLIAM LESLIE and CHARLES F. LESLIE, JR., hereby declaring that we hold Lot One (1) of the property hereinafter described as tenants in common and that the same has not been divided by parcel agreement or otherwise, and CLARA LEAVITT MURPHY, the owner of the balance of the herein described property, do hereby cancel all former restrictions placed upon said area, revoke the same and declare that they shall have no further force and effect and in lieu thereof impose the following restrictive covenants upon the following described property, the entire tract being described as follows:

174 7 Blocks located in the Third Civil District of Hamilton County, Tennessee, bounded as follows: BEGINNING at a point in the northeastern line of James Boulevard, located one hundred thirty (130) feet southwesterly of the southwest line of Murrell Road; thence northeasterly, parallel to the southeast line of Murrell Road, a distance of one hundred thirty-five (135) feet; thence northeasterly, parallel with James Boulevard, a distance of one hundred fifty (150) feet to the southwest line of Murrell Road; thence northeasterly, along the southeast line of Murrell Road, a distance of one thousand twenty-five (1025) feet; thence southeasterly at approximately right angles to Murrell Road, a distance of five hundred (500) feet; thence in a southerly direction a distance of two hundred eighty (280) feet; thence southeasterly approximately parallel with the southeast line of Murrell Road, a distance of nine hundred (900) feet to the northwest line of James Boulevard; thence northeasterly along the northwest line of James Boulevard, a distance of five hundred twenty-three and sixty-five hundredths (523.65) feet to the point of beginning.

BEING a five (5) foot strip being taken to widen James Boulevard to a width of twenty-five (25) feet from its original center line in plating said subdivision.

In order to protect the value of properties in the said tract of land, there is hereby imposed upon the same and upon all lots as subdivided therefore, for a period of fifty (50) years from this date, the following special covenants and restrictive conditions:

- (a) Said lots in said subdivision shall be and be known and described as residential lots, and no structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one single family dwelling, not to exceed two stories in height, and attached carport or garage and usual domestic servants' quarters.
- (b) No residence shall be designed, patronized, constructed, or maintained to serve or for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time, or used in whole or in part for any business service or activity, or for any commercial purpose. Nor shall the lot be used for business purposes or for trucks or other equipment inconsistent with ordinary residential uses.
- (c) No residence shall be located on any one of said residential building plots nearer to the front line than thirty-five (35) feet or nearer to any side street line than twenty-five (25) feet, or nearer the stream (20) feet to any side lot line.
- (d) No trade of any kind or noxious or offensive 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) That no part of any lot shall be used for residential purposes or otherwise until building plans conforming fully to the provisions of this instrument, shall have been created thereon and fully completed.
- (f) No trailers, horse-drawn, tent, shack, incomplete structure, barn or other outbuilding shall be erected or maintained on any one of said lots or at any time shall be used as a residence or otherwise, temporarily or permanently. No structure of a temporary character shall be erected, used as a residence, or permitted to remain on any lot.
- (g) No dwelling shall be erected or permitted to remain on any one of said residential lots, of less outside main living area of the said structure, exclusive of open porches, decks, or garages than thirty hundred (3300) 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 shall be measured for full height on three sides); in event of a two story house, at least nine hundred fifty (950) square feet of same shall be on the ground or main floor level.
- (h) No use of said residential lots shall be subdivided but shall remain as shown on said plat, except that two or more lots may be combined as one lot, in which event the restriction imposed by paragraph "(a)" above, pertaining to outer side lines, shall be construed as pertaining to the outer side lines of said two or more lots as combined.
- (i) No asbestos siding, permanent or no exposed concrete block shall be used on house on any said building lot.
- (j) That no horses, mules, hares, cattle, or other like animals shall be kept or allowed to remain upon any portion of any lot; and none of such animals, belonging to the owner or occupants of said premises, shall be allowed to roam or run at large on the streets or alleys bounding said premises.
- (k) That no sheep, goats, swine, fowls, or animals of a kind and number not ordinarily associated with residential uses and premises, shall be kept or allowed to remain upon any portion of any lot in said subdivision; neither shall any sheep, goats, swine or fowls belonging to the owner or occupants thereof be allowed to roam or run at large on the streets or alleys bounding said premises.
- (l) That before dwelling on said premises shall be occupied, a septic tank, or a septic disposal, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed, all sewage from the premises shall be turned into such sewage disposal facility, and the same shall be continuously maintained in proper state of sanitation. The effluent from such septic tank or sewage disposal shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless first it has been passed through an absorption field approved by the public health authority; provided, that upon an approved sanitary system or septic system installed for the use of the community on which said premises are located, the proper connection of said premises shall be made therewith, in which event said private sewage disposal or septic tank shall be abandoned.
- (m) Whether expressly stated or not in deed conveying 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 1930, Chapter 480, House Bill No. 1678 as adopted by Resolution of the County Council of Hamilton County, Tennessee, on August 17, 1941, and any amendments thereof.

(a) The grantors herein hereby expressly reserve an eight (8) foot easement for utilities at the rear of each and every one of said lots. Said easement hereby reserved is shown on the plot of said lots hereinafter referred to, and the right to install and maintain said utilities, and reasonable access for said purposes, is reserved by the undersigned for themselves as well as for public service companies.

(c) Before any construction or alteration is commenced or carried on, plans and specifications for any dwelling house to be constructed or altered on any one of said lots shall be submitted for approval to a committee appointed by the Board of Ridge Road Home Company and written approval, consent, or approval shall not be unreasonably withheld.

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 ourselves, our heirs or assigns, or the then constituted public authorities, to be enjoined by proper process from violating, 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 in any event.

The Restrictive Covenants above recited are applicable only to the tract of land heretofore described, and are in no way to be construed as effective upon any other real estate in the area, owned by either of the parties hereto.

WITNESS our hands this 10th day of July, 1962.

William Hugh Lane  
William Hugh Lane  
John V. Latta  
John V. Latta  
Charles T. Leake, Jr.  
Charles T. Leake, Jr.  
Clara Bernice Henry  
Clara Bernice Henry

TENANTS IN COMMON

STATE OF OHIO  
COUNTY OF STARK  
On this 5th day of SEPTEMBER, 1962, before me personally appeared WILLIAM HUGH LANE and wife, JOHN V. LATA, 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.  
Gordon H. Horst  
Gordon H. Horst  
Notary Public  
My commission expires: FEB. 12, 1964

STATE OF TENNESSEE  
COUNTY OF HAMILTON  
On this 10th day of SEPTEMBER, 1962, before me personally appeared WILLIAM HUGH LANE and CHARLES T. LEAKE, JR., TENANTS IN COMMON, to me known to be two of the persons described in and who executed the foregoing instrument, and acknowledged that they, as such Tenants in Common, executed the same as their free act and deed.

Witness my hand and Notarial Seal.  
Mary J. Rantier  
Mary J. Rantier  
Notary Public  
My commission expires: JAN. 22, 1965

STATE OF TENNESSEE  
COUNTY OF HAMILTON  
On this 17th day of SEPTEMBER, 1962, before me personally appeared CLARA BERNICE HENRY, to me known to be one of the persons 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.  
M. Hunter  
M. Hunter  
Notary Public  
My commission expires: 6-12-63

Table with columns for recording information, including date, volume, page, and recording office.