

Stonehenge 1047099

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RESTRICTIVE COVENANTS FOR STONEHENGE SUBDIVISION

I, J. CLYDE ROY, SR., TRUSTEE, being the owner in fee simple of certain property in the Second Civil District of Hamilton County, Tennessee, conveyed by Deed recorded in Book 1228, page 320, in the Register's Office of Hamilton County, Tennessee, a portion of which has been platted as a residential subdivision, known as Stonehenge Subdivision, as shown by Plat of Record in Plat Book 23, page 115, in the Register's Office of Hamilton County, Tennessee, to protect the value of the entire property conveyed to me, as described in the aforesaid Deed, and to promote and develop an attractive residential area, hereby impose thereon for a period of 25 years from this date the following Special Covenants and Restrictive Conditions, to-wit:

1. The lots as now platted, and which shall hereafter be platted out of said tract, 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 garages or carports, which must be attached to the dwelling. EXCEPT that garages or carports may be detached if the written consent of J. Clyde Roy, Sr., Trustee, is procured and registered in the Register's Office of Hamilton County, Tennessee. No buildings shall be used for business property. No garages shall open to front of house unless approval given by J. Clyde Roy, Sr., Trustee.

2. 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. Concrete Siding or better must be used on sides and rear of houses, and 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 there shall be at least 1/2 stone, brick or masonry used on both sides of the dwelling facing the streets, (EXCEPTING concrete blocks). I reserve right to grant special permission for residences of a style which may require wood finish, or something other than stone, brick or masonry.

3. The minimum square foot area of the dwellings, exclusive of porches, breezeways, terraces, garages, carports, etc. shall be 3000 square feet total, of which a minimum of 1700 square feet must be on the main floor.

4. 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; that such resubdivision shall be acceptable to the zoning authorities; and provided further, that in no event shall the lot so formed be less than the lot size originally platted.

5. The dwellings erected in the Subdivision shall face the street on which the lots are platted to front, but as to corner lots, the dwelling may face or front either street, or be set to front the corner at the intersection of the streets. All plans must be submitted to J. Clyde Roy, Sr., Trustee for approval before starting construction on any lot. In the event any dwelling house is fully completed, without any objection being made thereto by J. Clyde Roy, Sr., Trustee, and without any injunction process proceedings being undertaken, it shall be conclusively presumed that said plans were submitted and approved.

6. No dwelling or other structures shall be located nearer than thirty-five (35) 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 trailers or temporary structures of any kind shall be erected or maintained on the premises nor shall same be used for residential purposes; nor shall any garage, basement, or incomplete structure be used for residential purposes; and the garage shall be constructed simultaneously with or subsequent to the erection of the main dwelling. All residences shall be completed within six (6) months after commencement of construction.

8. No noxious or offensive trade 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 or objectionable by reason of smoke, dust, odor or noise.

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9. No Kois or Glads, other than the usual domestic pets, shall be kept or permitted to remain on the premises.

10. Until such time 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 Board of Health.

11. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

12. Any sidewalks, curbs, or streets damaged by construction or access to lots must be repaired to specifications by the owners of said lots.

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 of parties guilty of such violation shall be subject and liable, at the suit of J. Clyde Roy, Sr., Trustee, his successors or 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. J. Clyde Roy, Sr., Trustee, in his sole discretion, may grant minor variances as to minimum square foot, width, and set-back lines, which he may deem to not adversely affect development of the property. Identification of any one or more 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.

These restrictive covenants are applicable only to the tract of land hereinabove mentioned, including the portion thereof which has been platted as Stonehenge Subdivision, by Plat of Record in Plat Book 23, page 115, and shall not in any way be construed as effective upon any other real estate which J. Clyde Roy, Sr., Trustee may own in the Area.

IN WITNESS WHEREOF I have hereunto set my hand, as Trustee, on this the 28th day of August, 1968.

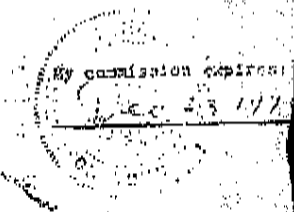
J. Clyde Roy Sr.
Trustee

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 28th day of August, 1968, before me personally appeared J. Clyde Roy, Sr., known to be the person described in and who executed the foregoing instrument, as Trustee, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

J. G. Folsom
Notary Public



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IDENTIFICATION
REGISTERED
DEC 9 10 01 AM '71
DOROTHY H. HAMMER
CLERK
STATE OF TENNESSEE

DEC-05 MISC A* 4.00 * 4.00