

COH. III/ms/94/#8758/100

OWNER.	SEND TAX BILLS TO:

THE DRAFTSMAN OF THIS DEED IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SET OUT IN THIS BLOCK

MAP PARCEL NO:

PREPARED BY:

CHARLES O. HON III, ATTORNEY
617 WALNUT STREET
CHATTANOOGA, TENNESSEE 37402

RESTRICTIONS ON AUTUMN GLEN

NEAL J. BLACK (Developer), LANA F. BLACK, DOUGLAS H. ROBINSON, CHERYL L. ROBINSON and ESLINGER CONTRACTING COMPANY, INC., a Georgia Corporation erroneously referred to in deed of acquisition as ESLINGER CONSTRUCTION COMPANY, INC., hereby declaring they are the lawful owners in fee simple of all lots of Autumn Glen as shown on plat of record in Plat Book 52, Page 157, in the Register's Office of Hamilton County, Tennessee, desiring to promote the development thereof as a residential subdivision, and for the protection of it, its successors in trust or assigns, and the protection of future owners of any one or more of said lots, do hereby impose upon all of said lots, the following Restrictive Covenants, which shall run with the land of a period of Thirty (30) years, to-wit:

(1) Lots are for residential purposes only.

(2) Only single, one-family dwellings or attached buildings ordinarily appertaining to dwelling houses shall be erected, maintained, or used by the Grantees, their heirs or assigns, or anyone deriving title or rights from or through them. The Developer retains the right to use lots for other residential purposes.

(3) 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 use thereon of a garage, incomplete structure, trailer, tent or other structure as living quarters before or after the erection of a permanent dwelling is prohibited. A trailer shall not under any circumstances be considered as a permanent dwelling, and no trailer-type of residence shall at any time be placed or maintained on the premises, with the exception of a sales and or construction trailer for the exclusive use of the Developer during a period in when the subdivision is considered active with respect to construction and the sale of new homes.

(4) Neal J. Black reserves the right to approve or disapprove all house plans and plot plans.

(5) All boats and campers or dual wheel trucks shall be parked in the rear of the house. Cars can only park on the street periodically.

(5a) No unsightly or inoperable vehicles or major repairs to any such vehicles shall be permitted within said subdivision.

(6) All driveways must be of concrete or pea gravel set in concrete.

(7) New construction must be completed within Eight (8) months. No dwelling may be occupied until completion.

(8) Within said time period, any dwelling of the following classification erected upon any lot must contain at least 1200 square feet of livable floor space. The above mentioned livable area is exclusive of open porches, garages, carports, and basements.

(9) No building shall be located on any one of the said residential building plots nearer than 25 feet to the front line of the street bounding same, or nearer than 10 feet to any side line or alley or nearer than 20 feet to any side street line. For the purposes of this Covenant, stoop and open porches shall not be considered as a part of the building.

(9a) No utility or storage building or trailer shall be kept on any lot except under a rear deck of the residence or within the garage.

Neal Black Const
PO Box 23905
Chatt TN 37422-3905

App'd

OK 6836

(10) No chain link fences shall be erected or maintained on any lot. No fences shall be erected or maintained at the front or sides of any lot. Upon prior written approval by Developer, fences constructed of redwood, cedar, or other wooden material may be erected or maintained at the rear lot line.

(10a) Developer reserves the right to erect or maintain chain link or wooden fences on a temporary basis as long as there is construction on any lot.

(11) Each residence must have a finished garage not including a basement garage.

(12) No more than one dwelling shall be erected on any one of said lots, and any building on the premises shall be finished on the front and sides with brick or stone. There shall be no exposed concrete blocks, and stucco finish shall be permitted only on the rear elevation of a residence. All corner lots shall have brick or stone front and sides and all exterior siding must be 12 inch masonite. Developer shall approve all colors for trim and body of each dwelling.

(12a) No roof pitch shall be less than 6/12 unless approved by the Developer in writing. Porches and Covered Decks are excepted.

(12b) Use of a satellite dish or similar device requires the written permission of Developer, and said dish or device must be located in the rear yard.

(12c) All mailboxes and posts must be furnished by Developer to lighted type.

(12d) No laundry shall be hung outside from any type of device for such purpose or hung on any porch or deck railing.

(13) There shall be no detached garages, outbuildings, or servants quarters. A bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition and will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as set forth in Paragraph "8".

(13a) Any pool construction or exterior construction, other than general maintenance, must be approved by the Developer.

(14) All of said lots in said subdivision must from the date of purchase be maintained by the owner in a neat and orderly condition, i.e., cut grass, remove leaves, broken limbs and other debris as needed. In the event an owner of a lot in said subdivision fails to maintain his lot in a neat and orderly condition, the Developer, or his 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 to the owners.

(15) No one residential lot shall be resubdivided without the prior written and recorded consent of the Developer.

(16) No fowls, horses, mules, burros, cattle, sheep, goats, swine or any other like animals shall be allowed upon any portion of the premises.

(16a) No dog kennels, lots or pens shall be permitted on any lot. Any permissible animals shall be leashed and not allowed to run free.

(17) For the purpose of property improvements, as long as he retains record ownership in any lot in the subdivision, Neal J. Black reserves the right to grant waivers from these restrictive covenants. Said waiver must be in writing and recorded in the Register's Office of Hamilton County, Tennessee. Any waiver executed by him shall be conclusive proof that the waiver would not materially effect the purposes sought by the Developer. Where a waiver has been given by the Developer, other owners of lots in the subdivision shall not be entitled to bring suit to enforce the compliance of the original restrictions unless it is a violation entitling owner to damages from the Developer for any waivers granted by him.

(18) No commercial, 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.

RECORDER'S MEMO
Legibility of writing, typing or printing in this
document unsatisfactory when received.

BOOK 4420 PAGE 93

(19) Developer will install sidewalk at street; builder/owner will install sidewalk from street to dwelling.

In the event that 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 in no way affect the other provisions, which shall remain in full force and effect, the owners 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 reservations shall attach to and run with each and every one of the said lots of land and all titles to, and estates therein, shall be subject to the conditions in Paragraphs 1-19" herein, and the same shall be binding upon each and every owner and occupant of the same for a period of Thirty (30) years from the date hereof. It shall be lawful for Neal J. Black, or other person or persons owning a lot or lots in said development or subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions and/or modifications by Neal J. Black. Damages or other dues for such violation shall be recovered and court costs and reasonable attorney's fees shall constitute liquidated damages.

IN WITNESS WHEREOF, ESLINGER CONTRACTING COMPANY, INC., has caused these presents to be executed by Ray Eslinger, its President, and its corporate seal hereto affixed to be effective as of this 14th day of September, 1994.

WITNESS our Hands this 14th day of September, 1994.

ESLINGER CONTRACTING COMPANY, INC.

BY: X Ray Eslinger

Neal J. Black
NEAL J. BLACK

Lana F. Black
LANA F. BLACK

Douglas H. Robinson
DOUGLAS H. ROBINSON

Cheryl L. Robinson
CHERYL L. ROBINSON

RECORDER'S MEMO
Legibility of writing, typing or printing in this
document unsatisfactory when recorded.

BOOK 4420 PAGE 94

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Lucile H. Tawater, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared Ray Eslinger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the President, respectively of ESLINGER CONTRACTING COMPANY, INC., the within named bargainer, a corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal at the said State and County on this 14th day of September,

Lucile H. Tawater
NOTARY PUBLIC

My Commission Expires: 8-29-98

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 15th day of September, 1994, before me personally appeared NEAL J. BLACK, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

Lucile H. Tawater
NOTARY PUBLIC

My Commission Expires: 8-29-98

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 15th day of September, 1994, before me personally appeared IANA F. BLACK, to me known (or proved to me on the basis of satisfactory evidence) to be the person 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.

Lucile H. Tawater
NOTARY PUBLIC

My Commission Expires: 8-29-98



STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 26th day of September, 1994 before me personally appeared DOUGLAS H. ROBINSON, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and

WITNESS my hand and Notarial Seal.

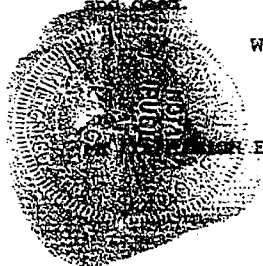


Deborah L. Brooks
NOTARY PUBLIC

EXPIRES: 9-12-98

On this 26th day of September, 1994 before me personally appeared CHERYL L. ROBINSON, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and

WITNESS my hand and Notarial Seal.



Deborah L. Brooks
NOTARY PUBLIC

EXPIRES: 9-12-98

10/19/94 MISC 20.00 **20.00

230062

PAMELA J. GANT
REGISTERED
HAMILTON COUNTY
STATE OF TENNESSEE

'94 OCT 19 PM 12 33

BY: Kathy M. Dean

DEPUTY

DEPT # 726695

COH III/cm/95/9544/40

OWNER	SEND TAX BILLS TO
THE DRAFTSMAN OF THIS DEED IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SET OUT IN THIS BLOCK	

MAP PARCEL NO. 0670-A-019
:::CI-TI-20:::

PREPARED BY:

CHARLES O. HON III, ATTORNEY
617 WALNUT STREET
CHATTANOOGA, TENNESSEE 37402

file T-644 JK 3542

AMENDMENT OF RESTRICTIVE COVENANTS

This Amendment of Restrictive Covenants is hereby made, published and declared this 6th day of February, 1995, by Neal J. Black and Lana F. Black, by and through my Attorney-in-Fact, Neal J. Black, ("Owners").

WITNESSETH:

WHEREAS, the Owners own certain real property located in Hamilton County, Tennessee, said property being lots in the subdivision of Autumn Glen, as shown on plat of record in Plat Book 52, Page 157, in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, Restrictive Covenants were imposed upon all lots in Autumn Glen by instrument recorded in Book 4420, Page 91, in the said Register's Office; and

WHEREAS, the Owners desire to add Restrictive Covenants.

NOW THEREFORE, IN CONSIDERATION of One (\$1.00) Dollar and other valuable considerations paid, the receipt of all of which is hereby acknowledged; the Owners hereby amend the said Restrictive Covenants as recorded in Book 4420, Page 91, in said Register's Office, to add the following covenants to apply to all lots of Autumn Glen, except Lots Three (3), Seven (7), and Eleven (11), said additional covenants to become effective upon recordation of this instrument. Said Restrictive Covenants shall remain in full force and effect except as herein amended.

Each Owner shall maintain the street lights and lighted mailboxes on his/her property, including the changing of bulbs.

Each Owner shall remove garbage receptacles from view on the date of garbage service.

WITNESS our Hands this 6th day of February, 1995

Neal J. Black
NEAL J. BLACK

Lana F. Black
LANA F. BLACK

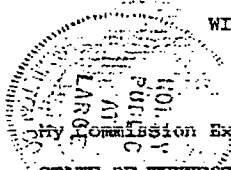
BY: Neal J. Black
NEAL J. BLACK,
Attorney-in-Fact

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 6th day of February, 1995, before me personally appeared NEAL J. BLACK, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

Deborah L. Brooks
NOTARY PUBLIC



STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 6th day of February, 1995, before me personally appeared NEAL J. BLACK, Attorney-in-Fact, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of LANA F. BLACK, and acknowledged that he executed the same as the free act and deed of said LANA F. BLACK.

WITNESS my hand and Notarial Seal.

Deborah L. Brooks
NOTARY PUBLIC



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REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

02/06/95 MISC

5.00 **8.00 A

'95 FEB 6 PM 3 20

BY: [Signature]
DEPUTY

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COH. III/95/mm/#1102/50

OWNER: Neal J. Black 2326 Dallas Point Soddy Daisy, TN 37379	SEND TAX BILLS TO: 37379
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THE DRAFTSMAN OF THIS DEED IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SET OUT IN THIS BLOCK.

MAP PARCEL NO:

PREPARED BY:

CHARLES O. HON III, ATTORNEY
617 WALNUT STREET
CHATTANOOGA, TENNESSEE 37402

RESTRICTIVE COVENANTS
AUTUMN GLEN
ALL LOTS ON PLAT BOOK 54, PAGE 61

WHEREAS, NEAL J. BLACK and wife, LANA F. BLACK by and through my Attorney-in-Fact, NEAL J. BLACK, are the owners of certain real property in the Third Civil District of Hamilton County, Tennessee, said property being more completely described in that deed of record in Book 4406, Page 087 and Book 4429, Page 290, in the Register's Office of Hamilton County of Hamilton County, Tennessee; and

WHEREAS, said owners/developers are in the process of developing said property into the Autumn Glen Subdivision; and

WHEREAS, certain Restrictive Covenants and amendments have been imposed on all lots of said subdivision described on a plat in Plat Book 52, Page 157 by that instrument of record in Book 4420, Page 091 and amended in Book 4463, Page 540, Book 4515, Page 504 and Book 4533, Page 900, in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, it is the desire of said owners/developers to impose said restrictions on all lots described on a plat in Plat Book 54, Page 61, Autumn Glen Subdivision.

NOW THEREFORE, for the benefits to be derived to all current and future owners of lots in said subdivision, NEAL J. BLACK and wife, LANA F. BLACK, by and through my Attorney-in-Fact, NEAL J. BLACK, hereby imposes the Restrictions set forth in Book 4420, Page 091 and amended in Book 4463, Page 540, Book 4515, Page 504 and Book 4533, Page 900 on all lots of Autumn Glen Subdivision as shown on a plat of record in Plat Book 54, Page 61, in the Register's Office of Hamilton County, Tennessee.

File Top 76 *

Book

WITNESS our Hands this 7th day of August, 1995.

Neal J. Black
NEAL J. BLACK

Lana F. Black
LANA F. BLACK

BY: Neal J. Black
NEAL J. BLACK,
Attorney-in-Fact

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 7th day of August, 1995, before me personally appeared NEAL J. BLACK, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

James S. Bos
NOTARY PUBLIC

My Commission Expires: August 22, 1995

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 7th day of August, 1995, before me personally appeared NEAL J. BLACK, Attorney-in-Fact, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of LANA F. BLACK, and acknowledged that he executed the same as the free act and deed of said LANA F. BLACK.

WITNESS my hand and Notarial Seal.

James S. Bos
NOTARY PUBLIC

My Commission Expires: August 22, 1995

06/06/95 MISC 8.00 **8.00 8

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PANEL 11111
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

'95 AUG 8 AM 8 36

BY: K. Lynn
DEPUTY
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