

RESTRICTIVE COVENANTS ON MIAMATHA ESTATES
Coltawah, Hamilton County, Tennessee

Prepared by:
Hulsey Realty
P. O. Box 656
Collegedale, Tennessee 37315

BOOK 2304 PAGE 94

Return
to:

Whereas William J. Hulsey, Trustee, is the owner of lots twenty-six (26) to forty-six (46) inclusive, and lots seventy (70) to ninety-eight (98) inclusive as recorded in PLAT BK. 1894, PG. 590

Whereas an orderly development of said tract is the desire of the owners,

The following restrictions shall be placed in effect:

- (1) The land herein described shall be used for residential purposes only. No lot may be divided unless such divided portion be added to a contiguous lot of original size as shown on the abovementioned plat. No lot shall contain more than one dwelling, and said dwelling shall be single-family type with not less than 1500 square feet of livable floor area, exclusive of open porches, garages, carports, etc.
- (2) No mobile home, basement, tent, shack, outbuilding or incomplete structure shall be erected and/or maintained as a temporary or permanent residence on any lot.
- (3) In the event an original lot is made larger through the provisions of item #1 above, these restrictions shall be binding upon the increased sized lot as defined by the relocated lines.
- (4) No building shall be erected or permitted to remain on any of said lots nearer than 100 feet from the front lot line nor nearer than 30 feet to the side or rear lot lines. In the case of a corner lot, a minimum distance of 75 feet must be maintained between the wall of any building and the lot line adjacent to the side street. Any barn or major outbuilding must not be located nearer than two-hundred fifty (250) feet from the front property line as shown on the abovementioned plat.
- (5) No noxious or offensive trade or activity shall be carried on upon any of said lots.
- (6) Dogs, cats, horses and other common family pets may be kept provided they are not boarded, bred or maintained for commercial purposes and provided they are restrained from becoming a public nuisance. However, no hogs, sheep or goats will be permitted on the above described property.
- (7) No dwelling on said lots may be occupied until a septic tank or other sewage disposal system be installed and inspected and approved by the Hamilton County Health Department, with all sewage from the respective premises turned into said facility. Said facility shall be maintained in a proper state of sanitation. The effluent from such facility shall not be permitted to discharge into an open stream, ditch or drain. Garbage, trash and similar types of waste shall be kept in sanitary containers and disposed of regularly and properly.
- (8) Inoperative automobiles must be either disposed of promptly or kept under garage as in the case of an antique of uncommon value.
- (9) Any dwelling erected on any lot shown on the above mentioned plat must conform to professionally accepted construction standards and should be reasonably harmonious with the setting and with existing dwellings.
- (10) Should any one of the above stipulations be violated at any time by the grantees, and/or their heirs or assigns, or any one deriving title or rights from or through them, then they or either of them shall be subject at the suit of the grantor, his heirs or assigns, or by the then constituted public authorities to be enjoined by proper process from violating this contract, and shall be liable for costs and reasonable 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.

RESTRICTIVE COVENANTS ON HIAWATHA ESTATES

BOOK 2304 PAGE 95

Lots twenty-six (26) to forty-six (46) inclusive
and lots seventy (70) to ninety-eight (98) inclusive.

Page 2

(11) Hulsey Development Company, reserves unto itself, its successors or assigns, the right to waive any violation of said restrictive covenants, which it deems to be minor in character and not to adversely effect the overall purpose sought to be attained by these restrictions.

Signed by me to be effective as of the 12th day of March, 1975.

William J. Hulsey, Trustee
William J. Hulsey, Trustee

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 12th day of March, 1975, before me personally
appeared William J. Hulsey, Trustee, to me known 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.

Barbara J. Rodgers
Notary Public

My Commission Expires 7-3-77



C11107

IDENTIFICATION
REFERENCE

MAR 16 3 10 PM '76

DOROTHY P. BRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

MAR 16 2 10 PM '76

A* 4.00 * 4.00