

Z-272

RESTRICTIONS ON HIAWATHA ESTATESBOOK 2062 PAGE 988
PREPARED BYHON & HON, ATTORNEYS
617 WALNUT STREET
CHATTANOOGA, TENNESSEE 37402

WHEREAS, William J. Hulsey, Trustee, is the owner of Lots Four (4) thru Twenty-five (25), inclusive, Lots Forty-seven (47) thru Fifty-one (51), inclusive, and Lots Fifty-four (54) thru Sixty (60), inclusive, Hiawatha Estates, Unit One (1), as shown by plat of record in Plat Book 26, pages 81 and 82, of the Register's Office of Hamilton County, Tennessee; and

WHEREAS, for the orderly development of said tract, it is the desire of William J. Hulsey, Trustee, to place the following restrictions on the above mentioned lots:

- (1) The land herein described shall be used for residential purposes only. Said residential buildings may be constructed thereon, but no building shall be constructed thereon to allow more than two (2) family units. The only permissible way a two (2) family unit shall be permitted on the above described property is that one of the units within the residence must be occupied by the property owner.
- (2) No residence shall be located on any of said lots nearer to the street line upon which the lot fronts than one hundred (100) feet from said right of way line. Said residence must not be located nearer than thirty (30) feet to the interior side lot lines. Any barn or any other major out-building must not be located nearer than two hundred fifty (250) feet from the front property line as shown on the above mentioned plat.
- (3) No basement, tent, shack or incomplete structure shall be erected and maintained as a temporary or permanent residence on any lot.
- (4) No dwelling shall be erected or permitted to remain on any one of said lots with less than fourteen hundred (1400) square feet of livable floor area, exclusive of open porches, carports, garages, etc.
- (5) It is agreed between the purchasers and sellers of various lots as above mentioned that in no event at any time will any ownership of any portion of said subdivision be of less size than the original subdivided lots as shown on the above mentioned plat, in other words, it is permissible to own one lot, together with parts of other lots. The purpose of this restriction being that the respective ownerships of lots shall increase in size, but in no way be of less area than shown on said plat. Should one or more lots or parts of lots be combined under one ownership, the restrictions as set forth in Item (2) shall apply to the relocated line rather than the original lot line.
- (6) That before any dwelling on said premises shall be occupied, a septic tank or a sewage 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, open ditch or drain.
- (7) A mobile home may be placed on a lot for a period not to exceed nine (9) months. Said mobile home shall be located thereon only during construction of a permanent residence on said lot. IN NO EVENT may a mobile home be classified as a permanent residence. Any purchasers of any of the above described lots agree by the acceptance of their deed not to contend that a mobile home is a permanent residence. This is to be binding upon the grantees, their heirs and assigns. Any mobile home located upon said lot, according to this paragraph, must be located no nearer than two hundred fifty (250) feet from the street line upon which the lot fronts.
- (8) It is permissible for owners of property to have pets for family use, such as horses, dogs, cats, etc. However, no hogs, sheep or goats will be permitted on the above described property.

(9) No noxious or offensive trade or activity shall be carried on upon any of said lots above mentioned.

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.

SIGNED by me to be effective as of the 15th day of July 1972.

William J. Hulsey
WILLIAM J. HULSEY, TRUSTEE

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 3 day of August, 1972, 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.

My Commission Expires: 4/9/74

Myrtle L. Hulsey
NOTARY PUBLIC

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IDENTIFICATION
REFERENCE

OCT 24 1 53 PM '72

DOROTHY P. BRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

OCT 24 '72

MISC

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