

RAY RICHARDSON

TO RESTRICTIVE COVENANTS

HOLIDAY HAVEN, INC.

Therefore, in consideration of the premises, the undersigned HOLIDAY HAVEN, INC. does hereby impose the following restrictions on all lots as shown on the Plan of Holiday Haven, Inc. Section One, as of record in book T-3, page 424 and Section Two, as of record in book T-3, page 426; Section Three in Plat Book One, Page 24 and Deed Book T-3, page 462; Section Four as of record in Plat Book One, Page 13; Section Five as of record in Plat Book One, Page 13; Section Six as of record in Plat Book One, Page 24 and Section Ten as of record in Plat Book One, Page 13, Register's Office for DeKalb County, Tennessee.

A. That no person may dwell in or occupy on any of said lots, any garage or other structure not designed as permanent or stationary, nor may any person use any of said lots or any building or structure thereof attached thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.

B. That the height of buildings, the minimum dimensions of yards and the minimum lot areas for families shall be as follows:

1. Every building, other than accessory buildings, that are hereafter erected or structurally altered shall provide a front yard of at least 15 feet in depth; a rear yard of not less than 10 feet in depth. Accessory buildings hereafter erected or structurally altered shall not be located within 10 feet of the rear line of the said lot nor within 10 feet of any side line of said lot.

2. There shall be a side yard on each side of the principal building having a width of not less than 10 feet.

3. Every single family dwelling hereafter erected or structurally altered shall be erected on a minimum lot area of not less than that prescribed in the above described subdivision plat.

C. That all platted lots in this subdivision shall be restricted to one family residences only and not more than one main building shall be erected on any lot in the subdivision.

D. That no pigeons, birds, fish or poultry, cattle, hogs, rabbits or other animals (except dogs or cats, not in the aggregate totaling more than three in number, and fish or birds kept permanently within residential building on each lot) may be kept in or on any part of said property.

E. That no residence, necessary building or any portion of any lot shall be used as a boarding house, club house or road house, nor shall any residence, accessory building or any lot be used or devoted to any manufacturing, industrial or commercial activity whatsoever, nor shall any building or premises be used for any purpose prohibited by law or ordinance nor shall anything be done in or on any premises which may be or become a nuisance to the owners or inhabitants of lots in land subject hereto, based upon the health, welfare, safety and morals of said owners and inhabitants.

F. No lot or part of a lot shall be resubdivided nor shall a fractional part of any lot be sold.

G. No trash, rubbish or garbage receptacle or can shall be placed on the premises outside of the buildings, thereon except upon the day of the week or month upon which regularly scheduled collections of the same are to take place. Such receptacle shall be covered with a tight fitting lid or cover. Burning of rubbish, trash or debris except in a commercially produced incinerator or the equivalent thereof is prohibited.

H. No main building shall be erected which contains less than 720 feet in living area on first floor of the house.

4. All building plans for the construction of any residence shall be first approved by an officer of HOLIDAY HAVEN, INC.

I. No one will be permitted to live on any lot in a temporary building, a trailer, a mobile home, or a tent erected on placed thereon.

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J. No fence may be erected which is more than four (4) feet in height or less than fifty (50%) percent open.

K. No motor vehicle shall be displayed as being for sale in said subdivision and no vehicle shall be parked or displayed therein bearing a "For Sale" sign or other sign indicating that said vehicle is being offered for sale.

L. With respect to any corner lot, there shall be no shrubbery, trees, flowers, vegetation, walls and fences greater than two (2) feet in height within a triangular area bounded by the property line on each street and a line connecting said property lines, 50 feet from the intersection thereof or in a case where the intersection is rounded, fifty (50) feet from the point where a straight projection of property lines would intersect; provided, however, that tree branches or boughs may overhang such area so long as they do not extend lower than seven (7) feet from the ground.

M. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the lots on the land subject now or in the future.

N. There shall be no hunting of birds or animals with guns, bows and arrows, traps or any other devices and no discharge or firing of any firearms in the subdivision.

#### ENFORCEMENT

It is further provided, declared and agreed that if the owner or owners of said parcel of land subject hereto or any lot or portion thereof, their heirs, executors, administrators, grantees or assigns, or anyone of them, hereinafter owning any of the parcels of land or part thereof embracing any one or more of such covenants shall infringe or attempt to infringe or omit to perform any covenant or restriction aforesaid which is by its provisions to be kept and be performed by it, or him or them, it shall be lawful for any person or persons owning any parcel of land embraced in said covenant, or having a legally recognizable interest in said land (by lien, mortgage, deed of trust or contract or option for purchase), to proceed in law or in equity against the person or persons infringing or attempting to infringe or omitting to perform such covenant either to prevent it, him or them from doing so or to recover damages or other dues for such infringement or omission.

It is and is hereby declared to be the intention that each of the covenants and restrictions herein shall attach to and remain with each parcel of land in said area and to and with all titles, interest and estates in same, and be binding upon every owner or owners, leases and their occupants, or any parcel of land as fully as if expressly contained in proper and obligatory covenants and conditions in each contract and covenant of and concerning such parcels of land or any part thereof.

The restrictions herein contained and the provisions of this indenture are to be construed independently and in the event any of them should be declared void or for any reason unenforceable the validity and binding effect of the other restrictions and provisions of this indenture shall not be impaired or affected.

March 27, 1971

Building restrictions pertaining to Sections Five, Six and Seven being a portion of T&W Amusement property located on Maynard Branch side.

Building restrictions shall be as follows:

All houses built on those lots shall contain a minimum of 720 square feet under roof excluding carports, garages, utility rooms and screened porches. All plans must be approved by the developer, his heirs, executors, administrators, grantees or assigns, or anyone of them.

Building restrictions Section Ten.

An addition to the Holiday Haven Restrictions under Paragraph H pertaining to lots in Section Ten, numbering One through Eight, facing the entrance road:

It is hereby understood that all homes being built on these lots shall contain no less than 1400 sq. ft. if the house in question has a full basement and shall contain no less than 1600 sq. ft. if the house has no basement.

Lots Seventeen, Eighteen and Nineteen in Section Ten shall be restricted to no less than 1100 sq. ft.

All the figures for living area excludes garages, carports and utility rooms.

IN WITNESS WHEREOF the grantor corporation has caused this instrument to be signed by its duly authorized official on this the 22nd day of November, 1976.

HOLIDAY HAVEN, INC.

BY:   
PRESIDENT

Sworn to and subscribed before me on this the 22nd day of November, 1976.

  
NOTARY PUBLIC

My commission expires April 22, 1979.

STATE OF TENNESSEE, DEKALB COUNTY

The foregoing instrument and certificate were noted in Note Book, 7 Page 256 At 2:55 o'clock P M 11-22-1976 and recorded in Deed Book 95 Series        Page 619 State Tax Paid \$ 4 Fee 4 Recording Fee 6.00 Total \$ 6.00 Receipt No. 6159 Witness My Hand.

  
Register