

Attorney at Law
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Chattanooga, TN 37421

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Hamilton County Tennessee

RESTRICTIVE COVENANTS FOR STEELING POINTE SUBDIVISION

We, the undersigned owners, hereinafter called "Developer" are the fee simple owners of a tract of land in the Second Civil District of Hamilton County, Tennessee, which is known as Sterling Pointe Subdivision, a plat of which is recorded in Plat Book 79, Page 159, in the Register's Office of Hamilton County, Tennessee, to promote the orderly growth of a residential subdivision, and to protect future owners of lots in the subdivision, do hereby restrict the same according to use and development. The restrictions herein set out shall be binding upon all lots in the subdivision and applicable to all future owners of the same.

(a) All lots and tracts shall be for residential purposes and no other structure other than one single-family dwelling, along with the customary appurtenant structures which will have the same appearance as the main house shall be allowed to remain on the premises.

(b) No structure shall be located nearer than twenty-five (25) feet from the street on which it faces or ten (10) feet from any side line, due care being taken that no house shall unnecessarily impede the view from another existing structure. All lots shall have a brick or stone mailbox with a gas light mounted on top. This mailbox post will be positioned between the street curb and sidewalk of that said lot, where sidewalks have been installed.

(c) No sheep, goats, fow, swine, or like animals shall be permitted to roam or remain on the premises excepting the usual domestic pets, also the commercial breeding of domestic animals is expressly forbidden on the premises.

(d) There shall be no noxious or offensive trade or activity creating a nuisance by noise, or odors or otherwise.

(e) There shall be no tent, shack, basement, trailer or other temporary dwelling. No home shall be occupied until it is completed. Further a seven (7) month construction period is allowed for completion of any dwelling and the owners of vacant lots shall keep the same free of rubbish and anyone violating the above provisions shall be liable for damages in the amount of \$50.00 per day payable to Developer from time of notification to clean up.

(f) All lots must be built upon within eight (8) months of purchase or the owner of that lot must complete the sidewalk within the same time period to conform with all other property owners.

(g) In general any and all fencing must be approved by developer before installation can take place. No hedge or fence or like obstruction in excess of five (5) feet shall be allowed and none whatsoever on front property lines, and both sides of any wood fences are to be finished.

(h) No one-level structure of less than 2400 square feet of heated floor space shall be erected with the stipulation that the Developer may grant a variance if their plans are otherwise in conformity with the value of existing homes. Any one and one-half (1-1/2) or two (2) story shall not have less than 2850 square feet of heated floor space.

(i) The fronts of all residential structures shall be brick, stone or stone. All porch foundations visible from the front or side of a lot shall be constructed of masonry, stone or brick, Permarstone.

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man-made stone and wood steps, asbestos, and the like are expressly forbidden. All corner lots shall have entire foundation of brick, stone or stone.

(j) All lots must have a minimum of 2200 square feet. There shall be no resubdivision without the written consent of Developers, except that two (2) or more lots may be combined to form one plot, and no lot shall be used as access or right-of-way to another tract or any adjoining property of any kind. This will apply also to any roads, rights-of-way, or community lots, whether public, private, or jointly owned, except that the Developers concur to the plan in writing.

(k) No dwelling may be occupied until a sewage disposal system be approved by the appropriate governmental authority.

(l) All driveway cut-ins from main street shall be approved prior to construction, and driveways shall be of concrete. Developer will have the option to permit asphalt under various conditions. No "front-entry" garage will be allowed except in certain situation which Developer must be approved in writing before construction.

(m) No roof pitch less than 10/12 shall be approved and no 12 inch smooth lap siding, vinyl siding or metal is permitted.

(n) No outside storage building unless attached to main dwelling of like construction, and said building must be on the rear of dwelling.

(o) All lots at time of development will be required to have sidewalks from property line to property line. Sidewalks shall be twenty-four (24) inches from back side of curb and forty-eight (48) inches in finished width.

(p) There is reserved ten (10) feet drainage and utility easements along side and rear lines in addition to those that may be shown by the recorded plat.

(q) The restrictions shall be in full force and effect for a thirty (30) year period from date and thereafter, for successive ten (10) year periods, unless a majority of lot owners vote at the end of such period to terminate or amend said restrictions.

(r) No trucks larger than a regular size pickup will be allowed to park on any lot or adjoining streets; no inoperative junk cars or trucks or any other vehicles will be kept or parked on any of said lots or streets.

(s) No outside clothes lines of any kind will be permitted on any lots.

(t) Any improvements after completion of dwelling such as remodeling will be completed within seven (7) months from date commenced or fall under same penalty as Section (e) and Section (v) and all improvements must follow all restrictions as to new residence. If any exterior paint color changes are made after construction the color must be approved by Homeowners' Association.

(u) In the event one or more of these restrictive covenants shall be invalidated by a court of law, all other provisions of this instrument shall remain in full force and effect.

(v) All house plans shall be submitted to Developer and approved in writing prior to construction. There shall be shown all exterior elevations. If visible commencement of construction is started and plans haven't been approved by Developer in writing, then Developer, his heirs and assigns, will have the right, at their discretion, to intervene into the construction to require the plans be in reasonable conformity to the recorded restrictive covenants, and are in conformity with the other homes in the subdivision. It is understood that the Developer may enforce the rights reserved hereunder by requesting a temporary restraining order, or

injunction, from a court of competent jurisdiction or may seek monetary damages as the circumstances dictate. The approval of plans shall also include the Developer to approve all exterior colors of all exterior materials and paints prior to the application of any material to a residential structure.

(w) The right is reserved by Developer to amend, correct, or clarify any of the above restrictions in whole or in part, and to grant individual waivers to succeeding owners as the situations may require. The Developer may assign these restrictions in full or in part at any time.

(x) Each and every one of the above stated restrictions shall run with the land and anyone violating or attempting to violate the same shall be subject to prosecution by law and such damages as may accrue.

(z) All yards from front corners of structures to the side property lines and to the street shall be of a fescue grade sod. There may be some variation on some lots that will be given in writing by Developer at the time of plans approval, or thereafter.

The owner, or owners, and successor owners of each lot in said subdivision, shall automatically be members of the Sterling Pointe Homeowners' Association for so long as they shall own such lot. After fifty (50) percent of the lots in the subdivision have been sold by the Developer, the lot owners will be notified by Developer that the Homeowners' Association has been activated, and they will have the responsibility of maintaining and operating the entrance way to the subdivision with sign and electric lighting in a manner that is pleasing and satisfactory to the owners of the Homeowners' Association and may collect quarterly dues from members in order to act as Community Garden Club for the beautification of the neighborhood, the maintenance and operation of the entranceway and the planning of suitable community events. The accounts for utilities, as to power and water, pertaining to the subdivision entranceway; or other common areas shall be maintained in the name of the Homeowner's Association.

Witness Whereof, we have hereunto set our hands this the 8th day of July, 2005.

Michael T. Whitener
Michael T. Whitener,
Attorney in Fact for
Danny W. Strader and
Malicia A. Strader

Danny W. Strader
Danny W. Strader, by his
Attorney in Fact Michael T.
Whitener

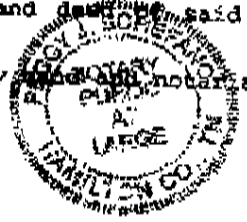
Malicia A. Strader
Malicia A. Strader, by her
Attorney in Fact, Michael
T. Whitener,

Michael T. Whitener
Michael T. Whitener, Developer

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 8th day of July, 2005, before me personally appeared Michael T. Whitener to me known to be the person who executed the foregoing instrument in behalf of Danny W. Strader and Malicia J. Strader, and acknowledged that he executed the same as the free act and deed of said Danny W. Strader and Malicia A. Strader.

WITNESS my hand and notarial seal



[Signature]
Notary Public

9-24-05