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Prepared by:  
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### RESTRICTIONS FOR SWEETBRIAR SUBDIVISION

JAMES G. PAYNE, the Developer, hereby declares that he is the lawful owner in fee simple of all lots in the Sweetbriar Subdivision, as shown by plat of record in Plat Book 54, Page 169, 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, and for the protection of future owners of any one or more of said lots, does hereby impose upon all of the lots in said subdivision, EXCEPT LOT THREE where there is an existing structure, the following Restrictive Covenants, which shall run with the land. The Developer reserves the right to appoint and designate another person to act on his behalf and likewise reserves the right to have his heirs exercise all rights retained by the Developer herein. Any individual so designated, shall have all of the powers of the Developer.

1. **LAND USE:** All lots shall be devoted exclusively to residential use, and no building shall be erected or maintained in the subdivision other than one single family residence per lot and permissible private swimming pools, pool houses, approved outbuildings, outdoor cooking area and children's play houses. All residences shall have at least a double car garage, either attached thereto or integrated into or beneath the residence.

In order to maintain the natural beauty of said development, the majority of the trees may not be removed from any lot except in the area of the homesite, field lines, pool sites, outbuildings and driveways.

No sign of any character shall be displayed or placed upon any lot except those advertising the property for sale and those used by a builder to advertise the property during the construction and sales period.

All lots, from the date of sale, must be maintained by the owner so that they are in a neat and orderly condition. This includes cutting the grass and removing debris.

2. **ARCHITECTURAL CONTROL:** Prior to construction the house plans, and the plans for all other improvements, must be submitted to Developer for review. The Developer has the sole and exclusive right to approve the plans for aesthetic reasons, not structural.

Neither the Developer, nor his successors, shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Every person and entity who submits plans to the Developer agrees, by the submission of such plans, that he, she or it will not bring any action or suit against the Developer, or his representatives, by reason of the approval or disapproval of such plans. If plans are not approved or disapproved within ten (10) days, the plans shall be deemed to be approved.

3. **BUILDING TYPE AND LOCATION:** No part of any lot shall be used for residential purposes, until a completed dwelling house, conforming to the provisions of this instrument, shall have been erected thereon, the intent of this paragraph being to prevent the use of a garage, incomplete structure, trailer, tent, or other enclosure as quarters before or after the erection of a permanent dwelling. 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. However, the use of construction trailers during the construction period is allowable provided that their sole use and purpose is to store tools and related materials. No log homes, modular homes or mobile homes are allowed.

Dwellings shall be completed within nine (9) months of the beginning of construction. Developer reserves the right to grant an extension upon written application. The owner shall be responsible for seeing that the construction site is kept free of debris and waste so as not to create a nuisance to other owners or litter other property.

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No more than one dwelling is permitted on each lot. There shall be no exposed concrete block on any house, outbuilding, or retaining wall. Except on corner lots, the rear elevation may be stucco. The exterior of each dwelling shall be either brick, natural stone, sto, wood siding, vinyl siding or other material approved by the Developer.

All roofs shall be at a minimum pitch of 7/12. Porch roofs, or other minor or accent roofs may have a lesser pitch if approved by the Developer.

All outbuildings must be approved by the Developer and be built to complement the residence in both style, color, theme, and materials. Developer must also approve the location of all outbuildings.

Dwellings shall have the following setbacks, to-wit: 35 feet from the front street; 10 feet from any side lot line; and 25 feet from any rear lot line. No other structures, including swimming pools, pool houses, outbuildings, outdoor fireplaces and children's playhouses of approximate ground level construction, may be located on or nearer than 25 feet to any property line. For the purpose of this covenant, caves, stoops, and open porches shall not be considered part of the building, provided that they shall not be constructed to permit a portion of the building on the lot from encroaching on another lot. In addition to these requirements, all buildings and improvements must conform to the zoning laws and regulations of the City of Collegedale and Hamilton County. Developer reserves the right to grant minor variations to these requirements but said variation must be reflected by a Waiver of Restrictions, prepared at the expense of the requesting party, which will then be filed of record, at the expense of the requesting party, in the Register's Office of Hamilton County, Tennessee.

Prior to construction, owners must comply with all governmental agency permit requirements, including those of the local health department.

Pool houses are permitted in connection with the construction of a swimming pool. All swimming pools must be enclosed by a fence approved by Developer and must meet all existing governmental requirements. Above ground pools are not permitted.

No fence shall be erected or maintained nearer to the front lot line than the rear elevation of the dwelling. All fence material must be approved by the Developer. All fences facing the street must be of wood construction.

Each dwelling shall have a "gas light mailbox model # 900."

All exterior lighting must be approved by the Developer, and no lights shall be constructed or placed in such a way as to focus an undue amount of light on adjoining or nearby landowners.

All front porches must be masonry and concrete and not wooden.

4. **MINIMUM DWELLING SIZE:** All dwellings erected upon any lot must meet the following requirements:

(A) Two-story house with attached double garage, 2000 square feet with a minimum of 900 square feet on the main level, and not counting finished basements.

(B) Two-story house with a double garage in the basement, 2000 square feet with a minimum of 1000 square feet on the main level, and not counting finished basements.

(C) One-story house, either with or without a basement, with an attached double garage, must have a minimum of 1600 square feet on the main level, and not counting finished basements.

(D) One-story house with a double garage in the full basement, must have a minimum of 1700 square feet on the main level, and not counting finished basements.

(E) One and one-half story house, either with or without a full basement, and with either an attached double garage or a double garage in the basement, 2000 square feet minimum with 1200 square feet on the main level, and not counting finished basements.

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No dwelling shall be erected or permitted to remain in this subdivision unless it has the number of square feet of enclosed, finished and heated living area, exclusive of open or screened porches, garages, and basements, specified herein.

5. **DRIVEWAYS:** Before any construction is begun, a temporary driveway shall be installed and driveway shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road. After construction is completed, the driveway shall be concrete or better. Under special topographical circumstances, or where excessive driveway length is required, Developer may approve other wearing surface after an initial 50 feet from the road is constructed with concrete or better.

6. **SUBDIVISION OF LOTS:** No lot shall be re-subdivided without the written consent of the Developer. The Developer reserves to himself the right to re-subdivide any or all lots so long as such re-subdivision meets the subdivision regulation of the City of Collegedale and Hamilton County. In such event these restrictive covenants shall apply to only the outside boundary line of any lot formed by such re-platting, or by the combination of two or more lots, or parts of lots. No lot or parts of lots may be used as access to any other property outside of this subdivision without the written consent of the Developer and such consent must be recorded as a Waiver of Restrictions, paid for and recorded by the requesting party in the Register's Office of Hamilton County, Tennessee.

7. **UNDERGROUND UTILITIES; EASEMENTS:** Lot owners shall have the responsibility to preserve and protect underground utilities. No utilities may be above ground, including but not limited to, electric, telephone and cable TV. There shall be a ten (10) foot easement for utilities at the border of each lot, except where two lots join, in which case there shall be a five (5) foot easement over each lot, making a total easement area ten (10) feet in width.

8. **SATELLITE DISHES:** Satellite dishes, other than those 30 inches or less in diameter, shall not be permitted and allowable satellite dishes must be hidden from street view. No ham radio antennas, outside roof TV antennas, or other such electronic devise shall be permitted.

9. **ANIMALS:** No animals, except household pets kept for non-commercial purposes, shall be kept in this subdivision. The animals kept in accordance with this paragraph, shall not be allowed to make their presence or behavior a nuisance to other lot owners in the subdivision.

10. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. This includes parking tractor trailers trucks, including the cab only, buses, commercial vehicles, or inoperative or abandoned automobiles any where on the lots. Any motor home, travel trailer, boat or recreational vehicles must be housed in a garage or screened from view of the streets. No vehicle shall be regularly parked overnight on any street. All building materials must be removed from the premises within thirty (30) days after a dwelling is occupied.

No outside clotheslines shall be erected or placed on any lot.

11. **REFUSE CONTAINERS AND SCREENING:** Garbage and refuse shall be placed in containers shall be contained either within a building or concealed from view by means of a screening wall or material similar to and compatible with that of the residence on the lot, or by sufficient landscaping so as to provide a permanent screen at all times of the year. Plans for this will be integrated into the building plan and shall be located so that they are as inconspicuous as possible.

12. **TERM:** Each and every one of the aforesaid covenants, conditions, and restrictions shall attach to and run with each and every lot of land, except for the existing structure on Lot Three (3), and all title thereto, and the same shall be binding upon each and every owner of said lots until January 1, 2016, and shall then be extended automatically to apply to each and every lot for successive periods of ten (10) years, unless by the action of a minimum of 65% of the ten owners of lots, agree to change said covenants in whole or in part, provided that the instrument evidencing such action or changes must be recorded in the Register's Office of Hamilton County, Tennessee. The developer may amend these restrictions unilaterally at any time when he owns over 50% of the lots in the subdivision.

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13. **INVALIDATION:** In the event that for any reason any one or more of these protective covenants and restrictions shall be construed by the judgment or decree of any court of record to be invalid, such action shall in no way effect the other provisions, nor the invalid provision as it may apply to differing circumstances, which shall remain in full force and effect. The Developer hereby declares that said covenants and restrictions are not interdependent but severable, and any one would have been adopted even without the others.

14. **ENFORCEMENT:** If the owner of any lot in said subdivision, or the agent of any owner, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot in said Sweetbriar Subdivision to institute suit, at either law or in equity, against the person or persons violating or attempting to violate any covenant or restriction, and either enjoin him or them from so doing or to recover damages or any other thing due for such violations. Incidents thereto, and as liquidated damages, the enforcing parties shall be entitled to reasonable attorney fees incurred in so doing, and the violator or violators shall also be liable for any such other and additional damages as may occur, including but not limited to court costs.

15. **WAIVER:** As long as the Developer or any of his successors retain the ownership of any lot in said subdivision, and as long as it fulfills the purposes of these restrictions, the Developer, or his successors, reserves the right to grant waivers from these restrictions. Said waiver must be in writing, prepared and recorded at the expense of the requesting party, and recorded in the Register's Office of Hamilton County, Tennessee. Any waiver shall be conclusive proof that the waiver granted will not materially affect the purpose sought thereby by the Developer. Other owners of lots in the subdivision shall not be entitled to bring suit to enforce compliance with the original restriction where a waiver has been given by the Developer, nor is any owner entitled to damages from the Developer for any waiver so granted.

16. **ADDITIONS TO DEVELOPMENT:** The Developer reserves the right to add additional lands to this development at any time in the future and to subject said additional land to these restrictions.

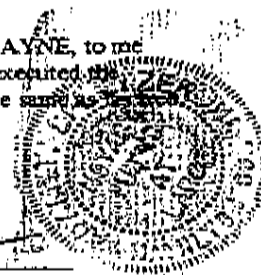
WITNESS my hand this the 22 day of July, 1996.

*James G. Payne*  
James G. Payne

STATE OF TENNESSEE--)  
COUNTY OF HAMILTON)

On this the 22 day of July, 1996, before me personally appeared JAMES G. PAYNE, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of himself and who acknowledged that he executed the same as the act and deed.

WITNESS my hand and Notarial Seal.



*Adam S. Plety*  
Notary Public

339915

My commission expires: 1-5-2000

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*X. Lynn*

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