

RETURN TO  
PROMER TITLE AGENCY, INC.  
313 GEORGIA AVENUE  
CHATTANOOGA, TN 37403

HAMILTON ON HUNTER SUBDIVISION  
PHASE THIRTEEN  
RESTRICTIVE COVENANTS

Bell Development Company, Inc., a Tennessee corporation, and Structural Development, G.P., a Tennessee general partnership, successor to Structural Development, LLC, and Fatherson Partnership, a Tennessee general partnership, as owners and developers of the subdivision known as Hamilton on Hunter Subdivision, imposed certain covenants and restrictions on Lots for Hamilton on Hunter Subdivision, by instrument of record in Book 6121, Page 674, in the Register's Office of Hamilton County, Tennessee.

Now, therefore, in consideration of the premises and other good and valuable consideration, Bell Development Company, Inc., a Tennessee corporation, Structural Development, G.P., a Tennessee general partnership, and Fatherson Partnership, a Tennessee general partnership, as owners and developers, do hereby impose and charge those Covenants and Restrictions recorded in Book 6121, Page 674, in the Register's Office of Hamilton County, Tennessee, upon each and all of the Lots shown as Lots 811 - 836, 860 - 869, 909 - 942, and 961 - 963, of Phase Thirteen, Hamilton on Hunter Subdivision, as shown on plat of record in Flat Book 76, Page 89, in the Register's Office of Hamilton County, Tennessee.

In Witness Whereof, Bell Development Company, Inc., a Tennessee corporation, Structural Development, G.P., a Tennessee general partnership, and Fatherson Partnership, a Tennessee general partnership, have caused this instrument to be executed by their respective duly authorized officer and General Partners on this the 3rd day of September, 2004.

BELL DEVELOPMENT COMPANY, INC., a Tennessee corporation

By: Julian B. Bell, Jr.  
Julian B. Bell, Jr., President

STRUCTURAL DEVELOPMENT, G.P., a Tennessee general partnership

By: Julian B. Bell, Jr.  
Julian B. Bell, Jr., General Partner

FATHERSON PARTNERSHIP, a Tennessee general partnership

By: Julian B. Bell, Jr.  
Julian B. Bell, Jr., General Partner

Instrument: 2004090300846  
Book and Page: G 7268 863  
Data Processing Fee \$2.00  
Disc Recording Fee \$10.00  
Total Fees \$12.00  
User: 61188  
Date: 03-SEP-2004  
Time: 03:45:25 P  
Contact: Pam Hurst, Register  
Hamilton County Tennessee

*GM*

CL 62980  
603327 172

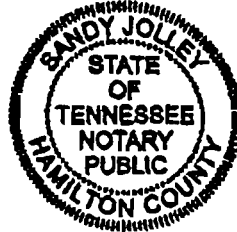
PREPARED BY WILLIAM D. JONES  
ATTORNEY AT LAW  
513 GEORGIA AVENUE  
CHATTANOOGA, TN 37403

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, Sandy Jolley, of the state and county aforesaid, personally appeared Julian B. Bell, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be president (or other officer) authorized to execute the instrument of the Bell Development Company, Inc., the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 9<sup>th</sup> day of September, 2004.

Sandy Jolley  
Notary Public



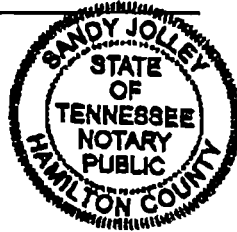
My Commission Expires: 10-07-06

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, Sandy Jolley of the State and County aforesaid, personally appeared Julian B. Bell, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be General Partner of Structural Development, G.P., the within named partnership, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as General Partner.

WITNESS my hand and seal at office in Chattanooga, Tennessee this 9<sup>th</sup> day of September, 2004.

Sandy Jolley  
Notary Public



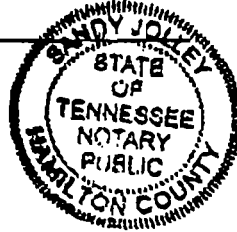
My Commission Expires: 10-07-06

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, Sandy Jolley of the State and County aforesaid, personally appeared Julian B. Bell, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be General Partner of Fatherson Partnership, the within named partnership, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as General Partner.

WITNESS my hand and seal at office in Chattanooga, Tennessee this 9<sup>th</sup> day of September, 2004.

Sandy Jolley  
Notary Public



My Commission Expires: 10-07-06

Instrument: E00E011800130  
 Book and Page: GI 6121 674  
 Data Processing Fee \$2.00  
 Misc Recording Fee \$20.00  
 Total Fees: \$22.00  
 User: KLYNN  
 Date: 18-JAN-2002  
 Time: 10:17:47 A  
 Contact: Pam Hurst, Register  
 Hamilton County Tennessee

**RESTRICTIONS FOR HAMILTON ON HUNTER SUBDIVISION, UNIT ELEVEN (11)  
 Lots 578 through 655**

RECORD #111

Structural Development, GP, a Tennessee general partnership (herein "Developer"), hereby declaring that it is the lawful owner in fee simple of all Lots of HAMILTON ON HUNTER SUBDIVISION, UNIT ELEVEN (11), as shown by plat of record in Plat Book 67, Page 86, 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, its successors in trust or assigns, and the protection of future owners of any one or more of said lots, does hereby impose upon all of said lots, the following Restrictive Covenants, which shall run with the land, to-wit:

SICRS  
 10655  
 70

1. That said lots shall be devoted exclusively to residential uses, and that no building shall be erected or maintained in the subdivision other than single-family residences, without any out-buildings, (and with the express provisions that all residences shall have at least single car garages or carports, either attached thereto or integrated in or beneath a residence), other than private swimming pools, outdoor cooking places, etc., which are permissible.

2. That no part of any lot shall be used for residential purposes, until first a completed dwelling house, conforming fully to the provisions of this instrument shall have been erected thereon, the intent of this Paragraph "2" being to prevent the use thereon, of a garage, incomplete structure, trailer, tent or other structure as living 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.

3.(a) That within the period hereinafter stated, any dwelling of the following classifications erected upon all lots must meet the square foot livable floor area as set forth as to that respective classification. The full basement dwelling and/or split foyer dwelling shall have at least Eleven Hundred (1100) square feet of livable floor space upstairs or on the upper level of said house or dwelling. Any split level dwelling shall have at least Eleven Hundred (1100) square feet of livable floor space on the Two (2) upper floors of said dwelling. Any tri-level dwelling shall contain at least fifteen Hundred (1500) square feet of livable floor area. The ranch style dwelling without basement shall contain at least Twelve Hundred (1200) feet of livable floor area. Any two-story dwelling must contain at least Fifteen hundred (1500) feet of livable floor space. All of the above mentioned livable areas are to be exclusive of open porches, garages, carports and basements, and the total square foot area must exceed or equal the square feet mentioned in each of the above classifications as to that particular type dwelling. All plans of dwelling and specifications must be approved by Structural Development, GP, a Tennessee general partnership; said approval must be by written instrument prior to construction of dwelling.

3 (b). That a roof pitch must be a minimum of 7/12 unless otherwise approved by Structural Development, GP., a General Partnership.

4. That no more than One (1) dwelling shall be erected on any One (1) of said lots, and any building on the premises shall be neatly painted or stained, unless of brick or stone. There shall be no exposed concrete blocks, nor shall any asbestos siding be used in construction of a residence, and stucco finish shall be permissible only on the rear elevation of a residence.

5. That no building shall be located on any one of the said residential building plots nearer to the front line of the street bounding same than twenty-five (25) feet, or nearer than ten (10) feet to any side line or alley, or nearer than twenty (20) feet to any side street line. No structures, other than swimming pool, outdoor fireplace, etc., of approximate ground level construction, shall be located on the rear twenty-five (25) feet of any lot. For the purposes of this covenant; eaves, steps, and open porches shall not be considered as a part of the building, provided, however, this shall not be construed to permit any portion of the building on the lot to encroach upon another lot. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any lot that does not conform to the zoning laws and regulations applicable thereto.

6. That no lot shall be re-subdivided without the written permission of Structural Development, GP, a Tennessee general partnership, who reserves unto itself the right to re-subdivide any or all lots so long as it meets subdivision regulations of Hamilton County. In either event, the Restrictive Covenants contained in Paragraph "5" above, shall apply to only the outside boundary line of any building lot formed by such re-platting, or by the combination of two or more lots, or parts of lots. No part of lots may be used as access to any other property outside of this subdivision without written consent of Structural Development, GP, a Tennessee General Partnership, and consent must be recorded in the Register's Office of Hamilton County, Tennessee. No easement for sewer, gas, water, telephone, electric power, or cable television may be granted without the approval of Structural Development, GP, a Tennessee General Partnership.

7. That no fowls, horses, mules, cattle, sheep or other like animals shall be kept or allowed to remain upon said premises, neither shall any sheep, goats, swine or any such animals belonging to the owners or occupants thereof be allowed to roam or run at large on the streets or alleys bounding said premises. No animal kennels of any typed will be allowed.

8. That before any dwelling on said premises shall be occupied, sewer connection approved by the constituted public authorities for sewage disposal shall be installed, all sewage from the premises shall be turned into such line and the same shall be continuously maintained in proper state of sanitation; provided, that upon any approved system of sewers being installed for the use of the community on which said premises are located and upon proper connection of said premises therewith, said septic tank may be abandoned.

9. That for the purpose of property improvement, as long as it retains record ownership in any lots in the subdivision, Structural Development, GP, a Tennessee general partnership reserves the right to grant waivers from these Restrictive Covenants. Said waiver must be in writing and recorded in the Register's Office of Hamilton County, Tennessee. Any waiver executed by it would be conclusive proof that the waiver would not materially effect the purpose sought thereby, by the Developer. Other owners of lots in the subdivision shall not be entitled to bring suit to enforce the compliance of the original restrictions, where a waiver has been given by the Developer unless it is a violation of the restrictions as waived or modified. Nor is the owner entitled to damages from the Developer for any waiver granted by it.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. In particular, tractor trucks, mobile homes, inoperative or abandoned automobiles, and/or camping trailers shall not be frequently or habitually parked on a driveway located on any lot within the subdivision. Nor shall the owner of any lot in said subdivision park a tractor trailer truck, mobile home, inoperative or abandoned automobiles, and/or camping trailers in the street or driveways therein, or carry on any major repairs to said automobiles in driveway or streets in subdivision.

11. That no fences shall be erected or maintained in front of the front line of the residence on a lot.

In the event that for any reason any one or more of the foregoing protective covenants and restrictions be construed by judgments or decree of any court or record to be invalid, such action shall in no way effect the other provisions, which shall remain in full force and effect, the Developer is hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even with the others.

Each and every one of the aforesaid covenants, conditions and reservations shall attached to and run with each and every one of the said lots of land and all titles to, and estates therein, shall be subject thereto the conditions in Paragraph "9" herein, and the same shall be binding upon each and every owner and occupant of the same for a period of thirty (30) years from the date thereof. It shall be lawful for Structural Development, GP, a Tennessee general partnership or other person or persons owning a lot or lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions and/or as modified by Structural Development, GP, a Tennessee general partnership and either to prevent them from so doing or to recover damages or other dues for such violation, and court costs and reasonable attorney's fees shall constitute liquidated damages.

These Restrictive Covenants are applicable solely to the lots herein specified and set forth, and not to any other property in the area thereof.

Structural Development, GP, a Tennessee general partnership

By: Jul B Bell  
Julian B. Bell, Jr., General Partner

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, Sandy Jolley, of the state and county aforesaid, personally appeared JULIAN B. BELL, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be the General Partner authorized to execute the instrument of the STRUCTURAL DEVELOPMENT, GP, a Tennessee general partnership, the within named bargainor, and that he as such General Partner executed the foregoing instrument for the purpose therein contained, by signing the name of the Partnership by himself as General Partner.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 16<sup>th</sup> day of January, 2002.

Sandy Jolley  
Notary Public

My Commission Expires: 1.25.03



Prepared by:  
Structural Development GP  
414 Spring Street  
Chattanooga, Tn 37405