

RESTRICTIONS FOR NATURE TRAIL SUBDIVISION
Lots 1 - 128

Fatherson Partnership Two, a Tennessee general partnership (herein "Developer") hereby declares that it is the lawful owner in fee simple of all Lots of Nature Trail Subdivision, as shown by plat of record in Plat Book 80, Page 125, 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 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:

- 74888, 75012
1. That said Lots shall be devoted exclusively to residential uses, and, except as stated in this paragraph, no building shall be erected or maintained in the subdivision other than single-family residences, (and with the express provision that all residences shall have at least single car garages or carports, either attached thereto or integrated in or beneath a residence). Private swimming pools and outdoor cooking places are permissible. No outbuildings shall be erected or permitted to remain upon any Lot unless: (i) said outbuilding is constructed in the same architectural style, color and scheme as the main dwelling, (ii) said outbuilding shall be no larger than 12' by 12' in exterior dimensions, and (iii) permission to erect and maintain said outbuilding shall be approved in writing by Developer prior to its placement or construction on the Lot.
 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 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 1,200 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 1,200 square feet of livable floor space on the Two (2) upper floors of said dwelling. Any tri-level

(1)

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Book and Page: G1 7732 5A
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Hamilton County Tennessee

dwelling shall contain at least 1,600 square feet of livable floor space. The ranch style dwelling without basement shall contain at least 1,500 square feet of livable floor space. Any two story dwelling must contain at least 1,200 square feet of livable floor area. 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 Developer; said approval must be by written instrument prior to construction of dwelling.

(b) That a roof pitch must be a minimum of 7/12 unless otherwise approved by Developer.

4. That no more than one (1) dwelling shall be erected on any one (1) Lot, and any building in the subdivision 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 said Lots nearer to the front line of the street bounding same than 25 feet, or nearer than 10 feet to any side line or alley, or nearer than 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 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 Developer, who reserves unto itself the right to re-subdivide any or all Lots so long as it meets subdivision regulations of Hamilton County, Tennessee. In either event, the Restrictive Covenant contained in Paragraph "5" above, 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 part of Lots may be used as access to any other property outside of this subdivision without the written consent of

Developer, 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 Developer.

7. That No fowls, horses, mules, cattle, sheep or other like animals shall be kept or allowed to remain upon said premises, neither shall 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 type are 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 purposes of property improvement, as long as it retains record ownership in Lots in the subdivision, Developer reserves the right to grant waivers from these Restrictive Covenants. Said waivers 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 affect 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 or located on any Lot within the subdivision. Nor shall the owner or the occupant 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. No fences shall be erected or maintained on any Lot except as follows: (i) no fence shall be placed in front of the front line of the residence on a Lot, (ii) no fence shall have a height of greater than 6 feet, (iii) any fence must be constructed of cedar or pressure treated wood, (iv) the owner installing a fence must first have the Lot lines surveyed and pinned by a licensed surveyor to avoid encroachment or overlap issues, and (v) before any fence is installed, Developer must be provided with a copy of the survey depicting the location of said fence and written approval to install said fence must be obtained from Developer.
12. All residences must have a lighted mailbox built in the style and of materials approved by Developer.

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 of record to be invalid, such action shall in no way affect the other provisions, which shall remain in full force and effect, the Developer hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions, restrictions, and reservations shall attach to and run with each and every one of the said Lots and all titles to, and estates therein, shall be subject thereto and the conditions of 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 hereof. It shall be lawful for Developer or other person or persons owning a Lot or Lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, conditions, reservations and restrictions and/or as modified by Developer, 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.

Fatherson Partnership Two, a Tennessee
general partnership

By: Jay W. Bell
Jay W. Bell
General Partner

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Sandy Jolley of the State and County aforesaid, personally appeared Jay W. Bell, 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 TWO, 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 15th day of ~~October~~^{November}, 2005.

Sandy Jolley
Notary Public

My Commission Expires: 10-07-06

This instrument prepared by:
Fatherson Partnership Two
414 Spring Street
Chattanooga, TN 37405

