

RESTRICTIVE COVENANTS FOR SEDMAN HILL SUBDIVISION

Notary for  
PIONEER TITLE AGENCY INC  
513 Georgia Avenue  
Chattanooga TN 37403

WHEREAS, the undersigned, Fatherson Partnership Two, a Tennessee general partnership, (hereinafter referred to as "Developer"), is the owner of Lots 1-42, 44-55, 57-71 and 73-140, Sedman Hill Subdivision, as shown on the plat of Sedman Hill Subdivision (hereinafter referred to as "Subdivision") of record in Plat Book 84, Page 62, in the Register's Office of Hamilton County, Tennessee; and

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WHEREAS, it is the plan of Developer to restrict Lots 1-42, 44-55, 57-71 and 73-140 of the Subdivision, as well as lots subsequently platted in the Subdivision, to residential purposes;

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NOW, THEREFORE, in consideration of the premiss, and for the protection of the present owner, as well as the future owners of Lots 1-42, 44-55, 57-71 and 73-140, inclusive, of the Subdivision, this declaration and agreement is made:

Each and every conveyance of any of the Subdivision lots shall be subject to conditions, reservations, covenants and agreements which shall run with the land, as follows:

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

(a) All of the Subdivision lots shall be and shall be known and described as, single family residential lots. Except as provided in this document, no structure shall be erected, altered, placed or permitted to remain on any of the Subdivision lots other than one (1) single family dwelling and attached garage. Detached garages may be allowed by Developer provided that the structure is constructed in a manner similar to the main house and the house is designed to have a detached garage. Before any detached garage is constructed, the plans for the house and the garage must be submitted to Developer for approval, which shall be given or denied in writing. The decision to approve or deny permission for a detached garage shall be in the sole discretion of Developer based upon whether the structure and its location will be consistent with the architectural standards of the Subdivision.

(b) No lot shall be used as a street, easement or otherwise for access to any adjacent property without submitting for approval in writing to Developer and procuring its written approval. Developer shall not have any obligation to permit such street, easement or access. The decision to do so, or not to do so, shall be in the sole discretion of Developer.

(1) Instrument: 2006121100336  
Book and Page: GI 8177 777  
Data Processing F \$2.00  
Misc Recording Fe \$45.00  
Total Fees: \$47.00  
User: IFREUDENBERG  
Date: 11-DEC-2006  
Time: 11:27:11 A  
Contact: Pam Hurst, Register  
Hamilton County Tennessee

(c) No house shall be designed, patterned, constructed, or maintained to serve for the use of more than one family. No house shall be used as a multiple family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose. In addition, no lot shall be used for business purpose, or for the use or storage of trucks, heavy equipment, machinery, construction equipment, machinery or vehicles (unless construction is directly related to the construction in progress of the residence being constructed on said lot), or other equipment.

(d) No house shall be located on any one of the Subdivision lots nearer than 25 feet to the front line or any side street line; nor nearer than 10 feet to any side lot line; nor set off of the rear boundary line less than 25 feet. This requirement may be waived by Developer if it, in its sole discretion, determines that any such waiver shall be in the best interest of the Subdivision.

(e) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. In particular, cars owned by lot owners shall be parked only in the owner's garage or driveway. Further, boats, tractor trucks, tractor trailers, motor homes or recreational vehicles, 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 park a boat, tractor truck, tractor trailer, motor home or recreational vehicle, inoperative or abandoned automobile, and/or camping trailer in the streets or driveways therein, or carry on any major repairs to any automobile, boat or other vehicle in a driveway or street in the Subdivision. Such vehicles may not be stored anywhere else on the lot unless stored and hidden from view within the garage.

(f) No part of any lot shall be used for residential purposes until after a completed house, conforming fully to the provisions of this instrument, shall have been erected thereon. The intent of this paragraph is to prevent the use of a garage, incomplete structure, trailer, tent, outbuilding or other structure as a temporary living quarters before or pending the completion of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except the period of construction and with the express written permission of Developer, Developer, or its designee (specifically

including Bell Development Company, Inc., and/or Bell Engineering Company) shall be permitted to have a temporary construction trailer in the Subdivision to carry on construction and sales business it may have in the Subdivision.

(g) Any structure being erected on a lot shall be completed within 12 months from the date of closing on the purchase of the lot.

(h) No house shall be erected or permitted to remain in the Subdivision unless it has the number of square feet of enclosed, heated living area, exclusive of open or screened porches, garages or basements, set forth in this paragraph:

(1) As to single level houses, without a basement, a minimum of 1,200 square feet; if a two level building a minimum of 800 square feet must be on the first floor; and a minimum of 1,500 square feet in the house.

(2) As to split-level, and split-foyer houses, a minimum of 1,100 square feet. Developer will consider split-level and split-foyer plans that are presented to it, but shall closely examine them to determine if they will fit into the architectural standards of the Subdivision.

(i) All houses and other structures shall have a conventional and acceptable frontal appearance from the main street fronting said lots, as set forth in this document. Prior to occupancy, all houses shall have a concrete sidewalk with a minimum width of 4 feet and of the same width as the sidewalks on the lots to either side (or a width determined to be suitable by Developer where no adjoining sidewalks have been constructed) and in the same position relative to the curb of the street. Such sidewalks shall be of the same material and in uniformity with existing sidewalks in the Subdivision. A strip of grass must separate the edge of the sidewalk from the street on which it adjoins and the owner shall maintain such grass strip in a neat and trim appearance. All houses shall have a concrete, pea gravel, brick paver or patterned (stamped) concrete driveway. All houses shall have an architectural design mail box constructed in a design and of materials acceptable to Developer. Plans for the design of all mail boxes shall be submitted to Developer and shall not be installed or constructed until written approval of the design is given by Developer. The roof pitch must be a minimum of 7/12 unless otherwise approved in writing by Developer. The decision to approve or deny permission for a particular design shall be in the sole discretion of Developer.

(j) It shall be permissible for Developer to rearrange boundary lines of lots, if so desired, and combine lots or parts of lots into one building plot. No more than one single family residence shall be constructed on each lot. No re-subdivision of any lot shall be permitted or allowed without Developers written consent and approval. Any plat recorded in violation of this section shall be immediately corrected to conform to the original plat by and at the expense of the party recording such plat.

(k) The fronts of all houses shall be constructed using brick veneer, stone veneer, vinyl siding, synthetic stucco ("sto" or equivalent) or fiber-cement hardboard siding or its equivalent. No asbestos siding or masonite siding shall be used on the front of a house on any lot, with the exception that siding may be used for soffits, chimney chases, dormer windows and other areas that are deemed by Developer to be consistent with the character of the Subdivision and not to detract from the architectural integrity of the home style established in the Subdivision. No exterior concrete blocks or foundations shall be exposed and all concrete blocks and foundations shall be veneered with brick or such other material as Developer may approve in writing. All exterior materials shall be approved in writing by Developer prior to construction. The decision to approve or deny material choices shall be in the sole discretion of Developer, its successors or assigns.

(l) Before any construction of any house and other structures is commenced or carried on, plans and specifications for the house and other structures shall be submitted for approval to Developer and written approval thereof procured. It is the intent of Developer to maintain a traditional design with consistent front facade, roof pitch, and exterior design. The decision to approve or deny approval for house plans shall be within the sole discretion of Developer, its successors or assigns. Developer, or its successors or assigns, shall have the right to grant exceptions to any of these restrictions if, in its sole discretion, allowing the exception would in no way detract from the quality, appearance and architectural style intended for the structures that shall be built in the Subdivision. It is further provided that in the event of the completion of any structure on any lot without any proceedings having been instituted in the Courts of Hamilton County, Tennessee to enjoin the construction thereof, such structure shall be conclusively presumed to have had such approval.

(m) No sheep, goats, swine, horses, cattle, burros, fowl or any like animals shall be permitted to be kept or to remain on any of the lots in the Subdivision, or to roam at large on any of the streets or ways in or bordering the same. There shall be no commercial breeding of domestic pets. No dogs or other animals which evidence a propensity to bite or otherwise harm humans or other domestic pets or which constitute a nuisance to the other residents in the Subdivision shall be allowed or maintained on any lot. Pet owners shall not allow pets to roam unattended. The pet owner shall also muzzle any pet which consistently barks. If the barking persists, the pet owner shall have the pet removed from the Subdivision. If the pet owner refuses, it shall be deemed an offensive activity and a nuisance.

(n) Regardless of whether it is expressly stated in any deed conveying any one or more of the Subdivision lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

(o) All of the Subdivision lots must from the date of purchase be maintained by the owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and other debris being removed when needed). At all times an owner shall maintain all structures located on such lot including driveways and permitted fences in good repair which shall include exterior painting as needed. All owners in the Subdivision are requested to keep cars, trucks and delivery trucks off the curbs of the streets. In the event that an owner of a lot fails of his own volition to maintain his lot in a neat and orderly condition, Developer, or its duly appointed agent, may enter upon the lot without liability and proceed to put the lot into an orderly condition, billing the cost of such work to the owner.

(p) Outbuildings, and other structures, may be constructed provided their construction and appearance is architecturally and structurally similar to the front elevation of the main house and similar materials are used. Before any construction is commenced on any such structure, plans and specifications shall be submitted for approval to Developer and written approval obtained. No such structures, other than the main house, shall be included in complying with the minimum square footage requirements set forth above.

(q) No fence may be erected forward of the midpoint of the side line of the house. Fences must be at least 6 feet and no more than 8 feet in height. Fences must be constructed of a material that is comparable and aesthetically compatible with the material used in the construction of the house.

Fences of cedar, ornamental iron and brick, brick or mountain stone shall be preferred. Fences constructed of vinyl may be built provided that Developer determines that the location, design and color of such fence shall in no way detract from the architectural standard for the Subdivision. Any wooden fences must have the finished boards oriented toward the outside of the lot and away from the house, and the lateral structural boards oriented toward the house so as not to be visible from other lots. No chain link fences shall be permitted. Fences on corner lots may not be located any closer to any side street than the side of the house. The plans and locations for all fences must be submitted to Developer for written approval prior to construction. No construction of a fence may commence without prior written approval of Developer. Developer will specifically avoid fences on adjoining lots that are constructed in a manner that will leave any area between the sides of the fences. Such small passageways between fences on adjoining lots will be avoided.

(r) Developer shall be allowed to waive any of the restrictions set forth herein, provided that any such waiver results in a change which is consistent with the architectural and environmental concerns set forth in this document, as interpreted and determined in the sole discretion of Developer. Any such waiver shall be in writing and the decision by Developer to grant or deny any requested waiver shall be final.

(s) All lots shall have a gas or electric lamp installed no further than 10 feet from the mailbox for the house. The design and choice of all gas or electric lamps shall be consistent and must be submitted to Developer for approval prior to installation.

(t) All houses shall have natural gas furnaces and water heaters unless approved otherwise in writing by Developer. If natural gas is not used by the owner of the house as permitted in writing by the Developer, such owner shall assume all responsibilities for any costs or penalties imposed by Atlanta Natural Gas Company or its entities or affiliates, and not the Developer.

(u) Prior to occupancy, such lot shall have a seeded (with straw) yard and a landscaping plan that is acceptable for the standards of the Subdivision. At the time that plans and specifications for the main house and other structures is submitted to Developer, a landscaping plan shall be submitted to Developer which shall show the location, size and type of all grassed areas, plants, bushes, and other landscaping items that shall be installed with the house.

Such plan shall include and require the placement and continued maintenance of at least 2 hardwood trees in the front and rear yards all of at least 6 feet in height. Placement of these trees shall be approved by Developer. Each lot must be landscaped so that rainwater will drain into the street adjoining the lot or into a drainage easement that drains into a street. Unless otherwise set forth on the recorded plat, lot lines shall be the drainage easements. A lot may be landscaped so that rainwater runs into another lot across an established drainage easement. Developer shall, in its sole discretion, determine whether the plan meets the standards to be maintained for the Subdivision and shall either approve or deny the landscaping plan, in writing. No construction of any kind shall commence until such plan has been approved in writing by Developer.

(v) One sign offering the lot and/or dwelling for sale and one sign reflecting the name of the builder may be placed upon a lot. Such sign must be in form approved by the Developer. No other signs shall be erected or maintained on any lot, except in accordance with approved standards for signs as set by the Developer.

(w) No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used or placed upon lots within the Subdivision. The playing of loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.

(x) No owner, guest, or tenant shall hang laundry from any area within or outside a dwelling if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony, terrace or porch railings. This provision may, however, be temporarily waived by Developer during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

(y) Before any dwelling on a lot shall be occupied, a connection with the municipal sewer system meeting applicable municipal codes shall be made. There shall not be erected, permitted, maintained or operated on any lot any privy, cesspool, vault or septic system without the written approval from the Developer

(z) Upon the recording of any deed in the Register's Office of Hamilton County, Tennessee, conveying title to any lot in

the Sedman Hill Subdivision, the grantee/purchaser thereof shall assume all responsibilities and obligations to abide by and conform to any local, state or federal requirements, ordinances, rules and/or regulations as to storm water or surface water run-off.

All expense associated or imposed by such requirements, ordinances, rules and/or regulations shall be the paid by said grantee/purchaser, and not by the Developer.

If for any reason any one or more of the foregoing protective covenants and restrictions is construed by judgment or decree of any Court of record to be invalid, such judgment or decree shall not affect any of the other provisions, which shall remain in full force and effect, the Developer hereby declaring that said restrictions are not interdependent but are severable, any one would have been adopted even without the others.

It is expressly stipulated that the covenants and conditions set forth in this instrument apply solely to the herein listed lots, and are in no manner whatsoever intended to apply to any other lots, tracts or parcels of land in the area or vicinity owned by Developer, Fatherson Partnership, Bell Engineering Company, Julian B. Bell, Jr. or Jay W. Bell.

Each and every one of the aforesaid covenants, conditions, and restrictions shall attach to run with each and every of the said lots and all titles to, and estates therein, shall be binding upon each and every owner and occupant of the same until December 1, 2026, and shall be extended automatically to apply to each of said lots for successive periods of 10 years unless by action of a minimum of 80 percent of the then owners of the lots, it is agreed to change said covenants in whole or in part provided further that the instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee. Neither the undersigned nor any party or parties claiming under them shall convey, devise or demise any or either of said lots or any part of same except as being subject to these said covenants, conditions and restrictions, and the obligation to observe and perform same. The said covenants, conditions and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be thereon.

Providing, that in the event of violation of setback lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by Developer, its successors or assigns.

(8)

If the undersigned or any party or parties owning any of the lots shall violate or attempt to violate any of the covenants or

restrictions herein provided before December 1, 2026, or within the extended time as herein before provided, it shall be lawful for Developer, its successors or assigns, or any person or persons owning any lot or lots in the 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 or restrictions and either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorneys fees and court costs.

Developer has caused this instrument to be executed by its duly authorized General Partner on this the 1st day of December, 2006.

FATHERSON PARTNERSHIP TWO, a  
Tennessee general partnership

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

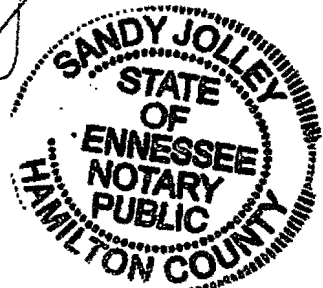
STATE OF TENNESSEE  
COUNTY OF HAMILTON

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 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 1st day of December, 2006.

Sandy Jolley  
Notary Public

My Commission Expires: 7-21-10



File  
RETURN  
A.M.I

AMENDMENT TO RESTRICTIVE COVENANTS FOR  
SEDMAN HILL SUBDIVISION

Fatherson Partnership Two, a Tennessee general partnership (herein "Developer"), hereby declaring that it is or has been the lawful owner in fee simple of Lots in Sedman Hill Subdivision as shown by plat of record in Plat Book 84, Page 62, in the Register's Office of Hamilton County, Tennessee (the "Subdivision"), 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, did impose upon all lots in the subdivision those certain Restrictive Covenants for Sedman Hill Subdivision recorded in Book 8177, Page 777, in the Register's Office of Hamilton County, Tennessee, and in furtherance thereof, does hereby impose upon all of said lots, the following Restrictive Covenants, which shall run with the land, to-wit;

**PROHIBITION AGAINST REGISTERED SEX OFFENDERS.** No offender (sexual offender or violent sexual offender) which is required to register pursuant to the Tennessee Sexual Offender and Violent Sexual Offender Registration, Verification, and Tracking Act of 2004 (Tenn. Code Ann. Sec. 40-39-201, et seq.) or any other similar federal, state or local legislation shall be permitted to: (i) hold an interest, including without limitation a fee simple or leasehold interest, in any Lot or residence in the Subdivision; (ii) reside within the Subdivision; or (iii) utilize or enter upon the roadways or the Lots in the Subdivision. Without limiting any other right or remedy available to Developer or the other owners in the Subdivision, and notwithstanding anything herein to the contrary, Developer and/or the other owners in the Subdivision shall have the right to immediately seek any and all remedies available at law or in equity, including without limitation injunctive relief and rescission, in cases of a violation of this Restrictive Covenant. This Restrictive Covenant as to any specific transfer or lease of a Lot and/or residence can be modified or rescinded by the Developer, but said modification or rescission shall not be deemed effective unless in writing and recorded with the Register's Office of Hamilton County, Tennessee subsequent to consideration by the Developer and a determination that the person so applying, in Developer's judgment, no longer constitutes a danger to the community based upon the facts and circumstances existing at said time. This Restrictive Covenant shall not be utilized at any time by the Developer or other owners in the Subdivision to discriminate against a purchase or lease of a Lot and/or residence on the basis of race, sex, national origin, ethnic origin or familial status. Without limiting any other rights or protections afforded herein, the Developer or any owner in the Subdivision with regard to the enforcement of the restrictive covenant set forth herein shall be personally immune from any liability for enforcement.

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(1)

Instrument: 2009120400309  
Book and Page: GI 9070 410  
MISC RECORDING FEE \$10.00  
DATA PROCESSING FEE \$2.00  
Total Fees: \$12.00  
User: HCDC\MSertel  
Date: 12/4/2009  
Time: 3:33:17 PM  
Contact: Pam Hurst, Register  
Hamilton County, Tennessee

The above Restrictive Covenants shall constitute covenants running with the land and attach 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, and the same shall be binding upon each and every owner and occupant of the same for a period of forty (40) 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 said Restrictive Covenants 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.

In witness whereof, Fatherson Partnership Two, a Tennessee general partnership, has caused this instrument to be executed by its duly authorized General Partner this 4<sup>th</sup> day of December, 2009.

Fatherson Partnership Two, a Tennessee general partnership

By: Jay W Bell  
Name: JAY W BELL  
Title: General Partner

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, WILLIAM D JONES, 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 the General Partner authorized to execute the instrument of the Fatherson Partnership Two, the within named bargainor, a general partnership, 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 4<sup>th</sup> day of December, 2009.

William D Jones  
Notary Public

My Commission Expires: 8-7-2013

Prepared by:  
Fatherson Partnership Two  
414 Spring Street  
Chattanooga, Tn 37405

