

JAN-27-2009(TUE) 17:38

NORTHGATE TITLE & ESCROW

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 Time: 11:59:31 A
 Contact: Pam Hurst, Register
 Hamilton County Tennessee

**RESTRICTIVE COVENANTS
 FOR
 PEBBLE BROOK SUBDIVISION
 PHASE 1,2 and 3**

George F. Wright (hereinafter referred to as "DEVELOPER"), declaring that he is the lawful owner in fee simple of all lots in "Pebble Brook Subdivision" as shown by plat of record in Plat Book , Page , 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, it's successors in ownership, trust or assigns and the protection of future owners of any one or more said lots, does hereby impose upon all of said lots, the following restrictive covenants, which shall run with the land for a period of thirty years, to wit:

- (1) That lots are for residential purposes only, although Developer shall have the right for future development.
- (2) That only single, one family dwellings or attached buildings ordinarily appertaining to dwelling houses shall be erected, maintained, or used by the grantees, their heirs or assigns, or anyone deriving title or rights from or through them.
- (3) 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 "3" 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.
- (4) Developer reserves the right to approve or disapprove all house plans and plot plans; structural details, exterior cosmetic details and fence types as to style, material and color.
- (5) No boats and campers or dual wheel trucks shall be parked on the property. Cars can only park on the street periodically.
- (6) All driveways must be of concrete or pea gravel set in concrete.
- (7) New construction must be completed within eight (8) months. No dwelling may be occupied until completion.
- (8) That within said time period, any dwelling of the following classification erected upon all lots must meet the square foot livable floor area as set forth as to that respective classification. The ranch style dwelling without basement shall contain at least 1700 square feet of livable floor area. Any split level, split foyer, 1 1/2 story, or 2 story dwelling must contain at least 1,000 square feet of livable floor space on main level. All of the above mentioned livable area is 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.
- (9) That no building shall be located on any one of the said residential building plats nearer than twenty-five (25) feet to the front line of the street bounding same, or nearer than ten (10) feet to any side line or alley or nearer than twenty (20) feet to any side street line. For the purposes of this Covenant, stoops and open porches shall not be considered as a part of the building.

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- (10) No chain link or wooden fences shall be erected or maintained on any lot. Fences constructed of vinyl material may be erected and maintained measuring no wider than the rear section of the dwelling constructed on any said lot. No fence shall be nearer taller than 5 feet without prior written consent of developer. All plans for fences and materials for construction of said fences must have prior written approval of Developer.
- (11) All mail boxes to be furnished by Developer. No alternate mail boxes of any other type will be permitted.
- (12) All sidewalks shall be installed by builders and/or owners of lots. Said sidewalks to be 40 inches in width and subject to specifications of Developer.
- (13) All lawns of said lots shall be planted with sod in front and side yards. Said planting of sod shall not stop at a point being any less than the rear of line of any dwelling constructed on said lots.
- (14) All residences must have finished garage not including basement garage.
- (15) That no more than one dwelling shall be erected on any one of said lots, and any building on the premises shall be finished on the front, sides and back with brick or stone. There shall be no exposed concrete blocks and no stucco finish shall be permitted.
- (16) All roofing shingles must be architectural or dimensional shingles.
- (17) No roof on any house shall be pitched less than 8/12.
- (18) If practical, all front windows on residences shall have shutters, No 12 inch masonite siding. Wooden windows, vinyl clad windows, or aluminum clad windows only, no aluminum windows permitted.
- (19) There shall be no detached garages, outbuildings, or servants quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus, a bathhouse will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as set forth in Paragraph "8".
- (20) All of said lots in said subdivision 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), In the event an owner of a lot in said subdivision fails of his own volition to maintain his lot in a neat and orderly conditions, developer or his duly appointed agent, may enter upon such lot with liability, and proceed to put said lot into an orderly conation, billing the cost of such work to the owners.
- (21) That no one of said residential lots shall be resubdivided without the prior written, recorded consent of the developer.
- (22) That no fowls, horses, mules, burrows, cattle, sheep, goats, swine or any other like animals shall be allowed upon any portion of the premises.
- (23) That for the purpose of property improvement, as long as it retains record ownership in any lot in the subdivision, Richard L. Pollard and / or George F. Wright reserves the right to grant waivers from these restrictive covenants.

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Said waiver must be in writing and recorded in the Register's Office of Hamilton County, Tennessee. Any waiver executed by him 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 owner entitled to damages from the Developer for any waivers granted by it.

- (24) Developer shall establish and control a non-profit entity for the benefit of all homeowners in PEBBLE BROOK SUBDIVISION to be known as "The Pebble Brook Homeowners' Association". Developer shall maintain control of said association until such time that all homes on all lots in said subdivision are complete. At such time as all homes on all lots in said subdivision are complete, Developer shall transfer and set over control of Pebble Brook Homeowner's Association to the residents of said subdivision so that said residents may elect officers and establish by-laws.
- (25) Until such time as said Pebble Brook Homeowner's Association is duly formed, organized, established and rules, regulations and by-laws of said association are drafted, approved by the members of said association and placed record, Developer shall act in lieu of said association for the purpose of imposing an association dues of \$100.00 per owner, per lot. Said association dues to be due and payable on June 1st of each year following the purchase of lot(s) in Pebble Brook Subdivision. Any association dues not paid by June 1st following the year of purchase and each ensuing year by June 1st shall constitute a lien on the appropriate lot and the improvements thereon. The \$100.00 dues amount may be subject to change at the directive of Pebble Brook Homeowner's Association upon the transfer of control from Developer to said association.
- (26) No commercial, 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 the event that for any reason any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any court of record to be invalid, such action shall in no way effect the other provisions, which shall remain in force and effect, the owners hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

Each and everyone of the aforesaid covenants, conditions and reservations shall 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 the conditions in Paragraphs 1-26 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 George F. Wright 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 modified by George F. Wright, and either to prevent him or them from doing so or to recover damages or other dues for such violation, and court costs and reasonable attorney's fees shall constitute liquidated damages.

We, Richard L. Pollard and George F. Wright do hereby join in this instrument for the purposes of placing said restrictions against Pebble Brook Subdivision, Phase 1, 2, and 3 of which I am currently the owner/developer.

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WITNESS my hand this 19 day of Nov, 1999.

George F. Wright
George F. Wright

Richard L. Pollard
Richard L. Pollard

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named George P. Wright, the bargainer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), to be the person described in and who executed the within instrument for the purposes therein contained.

Witness our hand and official seal at CHATTANOOGA, TENNESSEE, this 19 day of Nov, 1999.

My Commission Expires:
Oct. 3, 2001

Dolra Hayes
Notary Public (Seal)

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named Richard L. Pollard, the bargainer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), to be the person described in and who executed the within instrument for the purposes therein contained.

Witness our hand and official seal at CHATTANOOGA, TENNESSEE, this 19 day of Nov, 1999.

My Commission Expires:
Oct. 3, 2001

Dolra Hayes
Notary Public (Seal)

file
Prepared By
NORTHGATE TITLE ESCROW, INC.
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Chattanooga, Tennessee 37415
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