

Jan 17 2011 12:33PM HP LASERJET FAX

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Instrument: 2005062900253
 Book and Page: 07 7583 675
 Data Processing Fee \$2.00
 Misc Recording Fee \$20.00
 Total Fees \$22.00
 User: KSPRUTELL
 Date: 28-JUN-2005
 Time: 03:29:24 P
 Contact: Dan Hurst, Register
 Hamilton County Tennessee

RESTRICTIVE COVENANTS FOR FALCON CREST SUBDIVISION

WHEREAS, RUN-SER DEVELOPMENT LLC, a Tennessee limited liability company, hereinafter "Developer", is the owner of and is developing a tract of land as described by deed in Deed Book 7492, Page 135, in the Register's Office of Hamilton County, Tennessee (the "Subdivision"), which shall be known as Falcon Crest Subdivision, Phase 1 of which is shown by plat of record in Plat Book 79, Page 138, in the Register's Office of Hamilton, County, Tennessee.

WHEREAS, Developer desires to impose restrictive covenants on the Subdivision in order to promote the orderly development of said tract as a residential subdivision of the benefit of Developer and the future owners of lots in the Subdivision:

NOW, THEREFORE, Developer imposes the following restrictive covenants on the Subdivision, which shall run with the land on all present lots within the Subdivision and those lots platted in the future within the Subdivision:

- 1) One-story homes must contain at least 1200 square of living space, on the same level, exclusive of garages, enclosed porches and decks, and other such spaces. Homes of two-story construction must contain at least 600 square feet of living space on each level, and homes of one and one-half story construction must contain at least 1200 square of living space exclusive of such spaces mentioned above. Split foyer homes must have at least 800 square feet on main level and at least 1200 square feet total living space. Any home with at least 1600 square feet of finished floor space is not required to have a garage.
- 2) Setbacks are as follows: Front Setback is twenty-five feet (25'); Rear Setback is twenty-five feet (25'); and Side Setbacks are ten feet (10') for a one-story home and fourteen and one-half feet (14.5') for two story and any other type of home. If a road touches one of the sides of a home, then the side setback is twenty-five feet (25') for the side of the home that touches the road.
- 3) No exposed concrete blocks may be used in the construction of any home in said subdivision. Foundations must be faced with brick or mountain stone, except that stucco may be used on the rear elevation of foundations of homes. The use of preestone in construction is prohibited.
- 4) Exterior walls of homes must be painted, unless faced with brick, mountain stone, stone, or vinyl siding.
- 5) All homes must have at least a two car garage with the exception of homes with 1600 square feet or more. The construction of carports is prohibited.
- 6) All driveways must be double driveways and must be constructed of concrete.
- 7) All homes must have a roof pitch of at least 6/12 and must be guttered in the front and rear.
- 8) All homes must have a rear deck or patio of at least 10 feet by 16 feet
- 9) All homes must fully comply with all local building codes and ordinances.
- 10) Before construction begins on any home in the Subdivision, Developer must approve the home plans in writing. Said plans must specifically show for approval the appearance, main floor elevations, and exterior paint color scheme of each home. Developer shall be given a set of plans for each home built.

Book and Page: 61 7583 676

- 11) All homes built must be completely finished, including yard, driveway, landscaping and painting, within six months of the date that Developer approves the plans.
- 12) Outbuildings, detached garages, pools and fences may be built in rear yards only. No fence can be more than six feet in height. Outbuildings and detached garages must be built of the same construction as the home on the lot and painted as the home. Pools must be of the in-ground type only.
- 13) Property purchasers must plant at least one (1) tree in the front yard, with the tree having a minimum height of Six (6) feet.
- 14) All pets must be kept within fences in said subdivision. No horses, cattle, goats, sheep, swine, or other farm livestock may be kept on any lot. There shall be no commercial breeding of animals.
- 15) No truck larger than one ton in size may be parked or kept on any lot, except during construction of the home on said lot.
- 16) No junk or inoperable cars or cars in need of body repair may be parked upon any lot.
- 17) No satellite dishes larger than twenty-four inches in diameter may be erected on any lot or placed on any home. Satellite dishes may not be visible from the street.
- 18) All mailboxes must have a light on top.
- 19) Within six months from the time of the purchase of a lot from Developer, the purchaser of the lot must install a sidewalk(s) upon the lot. Sidewalks shall be concrete, forty inches in width, four inches thick, and installed along all streets adjoining each lot next to the concrete curb. Specifications shall be obtained from Developer.
- 20) After installation by Developer, each lot owner agrees to bear an equal share of the cost of maintenance and repair of the subdivision entrance signs and any streetlights. At their own expense, the owners of lots seven (7) and eight (8) shall care for and maintain the landscaping surrounding the entrance signs.
- 21) No dumpsters shall be placed on any lot at any time.
- 22) All boats, campers, motorhomes and trailer must be parked in the backyard only. No exceptions.

These restrictive covenants are hereby declared to be severable. In the event any one of them is declared invalid by the final judgment of a court of law, the remainder shall continue in force and effect. These covenants shall be in effect of a period of 25 years, and shall automatically be renewed for a successive period of 25 years unless canceled or amended by a two-third-majority vote or assent of the lot owners, evidenced in writing recorded in the Office of the Register's Office of Hamilton County, Tennessee. Developer shall have the power, during the construction of the homes on said lots, to concurrently grant waivers for minor violations of these restrictive covenants that, in Developer's opinion, do not materially affect the purpose of the restrictions. Developer reserves the right, as long Developer owns any lot in the subdivision, to concurrently amend any or all of these restrictions as Developer sees fit. All other amendments shall be made by a two-thirds majority of the lot owners evidenced in writing recorded in said Register's Office. Either Developer or any lot purchaser shall have power to enforce these restrictive covenants. Any person violating these restrictions is notified that an injunction, action for specific performance and/or other action of law or equity may be had against them, in a court of law of competent jurisdiction. Any person violating these restrictive covenants shall be liable for any damage caused and the cost of enforcement, including court costs and attorney's fees.

Book and Page: BI 7583 677

IN WITNESS WHEREOF, RUN-SER DEVELOPMENT LLC, a Tennessee limited liability company, has caused these presents to be executed by VIC SERKALOW, a MEMBER, to be effective as of this 29th day of June, 2005.

RUN-SER DEVELOPMENT LLC,
a Tennessee limited liability company

By:

[Signature]
VIC SERKALOW, MEMBER

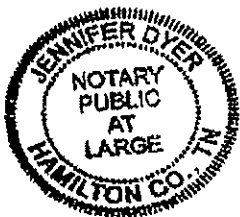
STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 29th day of June, 2005, before me personally appeared VIC SERKALOW, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged himself to be a Member of RUN-SER DEVELOPMENT LLC, a Tennessee limited liability company, and that he, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Member.

Witness my hand and official seal.

[Signature]
NOTARY PUBLIC

Commission expires: 07/31/06



Book and Page: BI 7583 678

IN WITNESS WHEREOF, NORTHWEST GEORGIA BANK, has caused these presents to be signed by FRANK Hales, its Vice President, and its corporate seal hereto affixed to be effective as of this 28th day of June, 2005, with said execution being for the purpose of consenting to the creation and existence of the provisions of the Restrictive Covenants for Falcon Crest Subdivision.

NORTHWEST GEORGIA BANK

By: [Signature]

STATE OF Georgia
COUNTY OF Chattooga

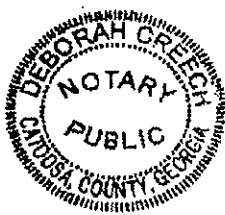
Before me, Deborah Creech, a Notary Public, duly appointed, commissioned and qualified in and for the State of Tennessee, personally appeared FRANK Hales, with whom I am personally acquainted and upon oath acknowledged himself/herself to be the Vice President of NORTHWEST GEORGIA BANK, the within named bargainer, a corporation, and that he/she as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal at Office in said State and County on this 28th day of June, 2005.

Deborah Creech
NOTARY PUBLIC

My Commission Expires: 7-14-2005

Prepared by and return to:
Hon & Kopet, Attorneys
617 Walnut Street
Chattanooga, TN 37402



Instrument: 2005092200123
 Book and Page: GI 7685 337
 Data Processing F \$2.00
 Misc Recording Fe \$10.00
 Total Fees: \$12.00
 User: STAYLOR
 Date: 22-SEP-2005
 Time: 10:23:45 A
 Contact: Pam Hurst, Register
 Hamilton County Tennessee

**AMENDMENT TO THE RESTRICTIVE COVENANTS FOR
 FALCON CREST SUBDIVISION**

WHEREAS, the RESTRICTIVE COVENANTS FOR FALCON CREST SUBDIVISION (the "Restrictions") are of record in Book 7583, Page 675, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, RUN-SER DEVELOPMENT LLC, a Tennessee limited liability company, (the "Developer") is the Developer of Falcon Crest Subdivision (the "Subdivision"); and,

WHEREAS, the Restrictions provide that the "Developer reserves the right, as long Developer owns any lot in the Subdivision, to concurrently amend any or all of these restrictions as Developer sees fit;" and,

WHEREAS, the Developer desires to amend the Restrictions.

NOW, THEREFORE, the Developer does hereby amend the Restrictions as follows:

1. Paragraph 18 of the Restrictions is hereby deleted. Mailboxes shall not be required to have a light on top of them.
2. Paragraph 19 of the Restrictions is hereby deleted. Purchasers of lots shall not be required to install sidewalks upon the lots.
3. Paragraph 8 is hereby amended to read as follows:

All homes must have a rear deck or patio of at least 10 feet by 12 feet. All rear decks, patios, and front porches must be made of brick or masonry materials. Rear decks, patios, and/or front porches shall not be made of wood.

4. The following paragraph is hereby added to the Restrictions:

No lot shall be used as a means of pedestrian and/or vehicular ingress and egress to any adjacent property. Any development of a lot shall only be for the purpose of placing a single family home upon said lot. No lot may contain a street, road, or right-of-way of any kind.

The Restrictions shall remain in full force and effect, except as herein amended above.

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Book and Page: GI 7685 338

IN WITNESS WHEREOF, RUN-SER DEVELOPMENT LLC, a Tennessee limited liability company, has caused these presents to be executed by VIC SERKALOW, a MEMBER, to be effective as of this 21st day of September, 2005.

RUN-SER DEVELOPMENT LLC,
a Tennessee limited liability company

By: [Signature]
VIC SERKALOW, MEMBER

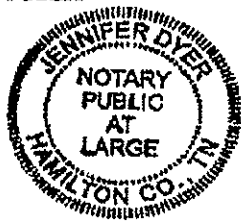
STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 21st day of September, 2005, before me personally appeared VIC SERKALOW, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged himself to be a Member of RUN-SER DEVELOPMENT LLC, a Tennessee limited liability company, and that he, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Member.

Witness my hand and official seal.

[Signature]
NOTARY PUBLIC

Commission expires: outside



[Handwritten initials]
Prepared by and return to:
Hon & Kopet, Attorneys
617 Walnut Street
Chattanooga, TN 37402

Instrument: 2006101300250
 Book and Page 61 6120 941
 Data Processing F \$2.00
 Disc Recording Fe \$10.00
 Total Fees \$12.00
 User: KLVON
 Date: 19-OCT-2006
 Time: 02:51:03 P
 Contact: Pam Hurst, Register
 Hamilton County Tennessee

**AMENDMENT TO THE RESTRICTIVE COVENANTS FOR
 FALCON CREST SUBDIVISION**

(A)

WHEREAS, the RESTRICTIVE COVENANTS FOR FALCON CREST SUBDIVISION are of record in Book 7583, Page 675, in the Register's Office of Hamilton County, Tennessee, and were amended in Book 7685, Page 337, in the Register's Office of Hamilton County, Tennessee (the "Restrictions"); and,

WHEREAS, RUN-SER DEVELOPMENT LLC, a Tennessee limited liability company, (the "Developer") is the Developer of Falcon Crest Subdivision (the "Subdivision"); and,

WHEREAS, the Restrictions provide that the "Developer reserves the right, as long Developer owns any lot in the Subdivision, to concurrently amend any or all of these restrictions as Developer sees fit;" and,

WHEREAS, the Developer desires to amend the Restrictions.

NOW, THEREFORE, the Developer does hereby amend the Restrictions as follows:

filed
 OK 1/17/11

1. The Restrictions shall also apply to following described property which shall be part of the Subdivision, with each lot being a lot within the Subdivision:

 Lots Twenty-four (24) through One Hundred Nineteen (119), inclusive, Falcon Crest Subdivision Phase II, as shown by plat of record in Plat Book 83, Page 184, et seq., in the Register's Office of Hamilton, County, Tennessee
2. The following paragraph was added to the Restrictions by the Amendment to the Restrictive Covenants for Falcon Crest Subdivision of record in Book 7685, Page 337, in the Register's Office of Hamilton County, Tennessee:

No lot shall be used as a means of pedestrian and/or vehicular ingress and egress to any adjacent property. Any development of a lot shall only be for the purpose of placing a single family home upon said lot. No lot may contain a street, road, or right-of-way of any kind.

Developer does hereby amend the above paragraph to read as follows:

No lot shall be used as a means of pedestrian and/or vehicular ingress and egress to any adjacent property. Any development of a lot shall only be for the purpose of placing a single family home upon said lot. No lot may contain a street, road, or right-of-way of any kind. However, Developer retains the right to use a lot or lots as a means of pedestrian and/or vehicular ingress and egress to any adjacent property via a private drive, street, road, and/or right-of-way, which shall include the right to dedicate and install a public road for the use of the general public to access adjacent property. If Developer intends to use a lot or lots as a means of pedestrian and/or vehicular ingress and egress to any adjacent property, then, in addition to meeting the requirements of any municipalities, Developer must record in the Office of the Register of Deeds, a declaration stating Developer's intentions, which declaration shall be duly executed by both Vic Serkalow and James P. Runyan, being the members of Run-Ser Development LLC.

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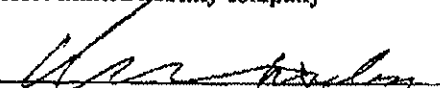
Book and Page: GI 8120 942

The Restrictions shall remain in full force and effect, except as herein amended above.

IN WITNESS WHEREOF, RUN-SER DEVELOPMENT LLC, a Tennessee limited liability company, has caused these presents to be executed by VIC SERKALOW, a MEMBER, to be effective as of this 19th day of October, 2006.

RUN-SER DEVELOPMENT LLC,
a Tennessee limited liability company

By:


VIC SERKALOW, MEMBER

STATE OF TENNESSEE
COUNTY OF HAMILTON

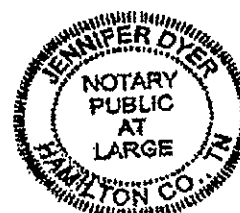
On this 19th day of October, 2006, before me personally appeared VIC SERKALOW, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged himself to be a Member of RUN-SER DEVELOPMENT LLC, a Tennessee limited liability company, and that he, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Member.

Witness my hand and official seal.


NOTARY PUBLIC

Commission expires: 07/10

Prepared by and return to:
Hon & Kopet, Attorneys
617 Walnut Street
Chattanooga, TN 37402



H:Restrictions/Amendments/Amendment to Restrictive Covenants, Falcon Crest, Addition of Phase II

①

Instrument: 2007091000299
 Book and Pages: GI 8465 165
 Data Processing F \$2.00
 Misc Recording Fe \$15.00
 Total Fees: \$17.00
 User: KHOWARD
 Date: 10-SEP-2007
 Time: 01:43:26 P
 Contact: Pam Hurst, Register
 Hamilton County Tennessee

**AMENDMENT TO THE RESTRICTIVE COVENANTS FOR
 FALCON CREST SUBDIVISION**

1906 WHEREAS, the RESTRICTIVE COVENANTS FOR FALCON CREST SUBDIVISION
 are of record in Book 7583, Page 675, in the Register's Office of Hamilton County,
 Tennessee, and were amended in Book 7685, Page 337, and in Book 8120, Page 941, in
 the Register's Office of Hamilton County, Tennessee (the "Restrictions"); and,

127334 WHEREAS, RUN-SER DEVELOPMENT LLC, a Tennessee limited liability company,
 (the "Developer") is the Developer of Falcon Crest Subdivision (the "Subdivision"); and,

WHEREAS, the Restrictions provide that the "Developer reserves the right, as long
 Developer owns any lot in the Subdivision, to concurrently amend any or all of these
 restrictions as Developer sees fit;" and,

WHEREAS, the Developer desires to amend the Restrictions.

NOW, THEREFORE, the Developer does hereby amend the Restrictions as follows:

1. The Developer of Falcon Crest Subdivision is hereby changed from RUN-SER DEVELOPMENT LLC, a Tennessee Limited Liability Company, to R&E CONSTRUCTION, INC., a Tennessee Corporation, and all privileges, covenants, rights and obligations reserved in the restrictions, and amended restrictions, to RUN-SER DEVELOPMENT LLC, a Tennessee Limited Liability Company, are hereby transferred and assigned to R&E CONSTRUCTION, INC., a Tennessee Corporation.
2. Whereas, R&E CONSTRUCTION, INC., joins in this amendment, to show its consent to this amendment and to the assignment and transfer of the rights and obligations reserved to the Developer in the restrictions.

The Restrictions shall remain in full force and effect, except as herein amended above.

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Book and Page: GI 8465 186

IN WITNESS WHEREOF, RUN-SER DEVELOPMENT LLC, a Tennessee limited liability company, has caused these presents to be executed by VIC SERKALOW, a MEMBER, to be effective as of this 17th day of August, 2007.

RUN-SER DEVELOPMENT LLC,
a Tennessee limited liability company

By:

[Signature]
VIC SERKALOW, MEMBER

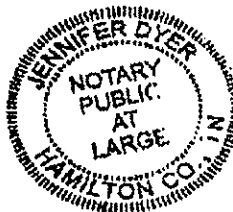
STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 17th day of August, 2007, before me personally appeared VIC SERKALOW, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged himself to be a Member of RUN-SER DEVELOPMENT LLC, a Tennessee limited liability company, and that he, as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Member.

Witness my hand and official seal.

[Signature]
NOTARY PUBLIC

Commission expires: 02/21/10



Book and Page: GI 8465 107

IN WITNESS WHEREOF, R&E CONSTRUCTION, INC., a Tennessee corporation, has caused these presents to be executed by JAMES P. RUNYAN, its President, to be effective as of this 17th day of August, 2007.

R&E CONSTRUCTION, INC., a Tennessee Corporation

By: James P Runyan
JAMES P. RUNYAN,

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 17th day of August, 2007, before me personally appeared JAMES P. RUNYAN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged himself to be President of R&E CONSTRUCTION INC., a Tennessee corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such President.

Witness my hand and official seal.

Jennifer Dyer
NOTARY PUBLIC

Commission expires: 01/11/10

Prepared by and return to:
Hon & Kopet, Attorneys
617 Walnut Street
Chattanooga, TN 37402

