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PREPARED BY: Bell Engineering
P.O. Box 4201
Chattanooga, TN 37405

RESTRICTIVE COVENANTS ON BRANDERMILL ESTATES SUBDIVISION

WHEREAS, BELL DEVELOPMENT COMPANY, hereby declaring that it is the lawful owner of certain property in Hamilton County, Tennessee, as shown by plat of record in Plat Book 43, page 34, in the Register's Office of Hamilton County, Tennessee, and is known as BRANDERMILL ESTATES SUBDIVISION.

WHEREAS, it is the intent, purpose, and desire of Bell Development Company to insure the proper development of said subdivision into an exclusive residential subdivision, and for such purposes there is hereby imposed upon the lots in said BRANDERMILL ESTATES, the restrictive covenants and conditions hereinafter set forth, which shall be part of the consideration of each of said lots, in said subdivision, shall be subject to conditions, reservations, covenants, and agreements which will run with the land as follows:

1. All of said lots shall be, and be known and described as residential lots, and no structure shall be erected, altered, placed, or maintained other than single-family dwelling, without outbuildings, other than an attached carport, garage, private swimming pool, 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. That within a period hereinafter stated, any dwelling of the following classifications erected upon all lots must meet with the square foot of livable floor area as set forth as to that respective classification. The minimum square foot requirement is two-thousand (2000) square feet of livable floor area, which excludes porches, garages, carports, and basements. All plans of dwelling and specifications must be approved by Bell Development Company; said approval must be by written instrument prior to construction of dwelling.
- 3a. That a roof pitch must be a minimum of 7/12 unless otherwise approved by Bell Development.
4. That no more than one dwelling shall be erected on any one 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 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 feet (25') or nearer than ten feet (10') to any side line or alley, or nearer than twenty feet (25') 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 feet (25') of any said lot. For the purpose of this covenant; eaves, steps, and open porches shall not be considered as a part 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 the Bell Development Company, which 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 lot or portion of any may be used as access to any other property outside of this subdivision without written consent of Bell

Development Company, 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 Bell Development Company.

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 type will be allowed.
8. That for the purpose of property improvement, as long as it retains record ownership in any lots in the subdivision, Bell Development Company 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, 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 waivers granted by it.
9. 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, motor 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, motor home, inoperative or abandoned automobiles, and/or camping trailers in the streets or driveways therein, or carry on any major repairs to said automobiles in driveway or street in the subdivision.
10. 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 record to be invalid, such action shall in no way effect the other provisions, which shall remain in full force and effect, the owner is hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

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Each and every one 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 paragraph "8" 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 the Bell Development Company 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 person or persons violating or attempting to violate any such covenants or conditions and/or as modified by the Bell Development Company 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 be paid and liquidated damages.

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

IDENTIFICATION REFERENCE

Julian B. Bell
Julian B. Bell, President
Bell Development Company

Dec 31 1 08 PM '87

SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, the undersigned, a notary public within and for said county and state at Chattanooga, Tennessee, duly commissioned and qualified, personally appeared Julian B. Bell, with whom I am personally acquainted, and who, upon his oath, acknowledged himself to be the President of Bell Development Co., the within named bargainer; and he as such President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by subscribing thereto the name of the corporation by himself as President.

WITNESS my hand and notarial seal at my office in Chattanooga, TN, this 31st day of December 1987

Dwight L. ...
Notary Public

My commission expires March 7, 1989

