

Prepared by + return to
D & M Properties
4414 Brainerd Rd
Chattanooga TN 37411

RESTRICTIVE COVENANTS GEORGETOWN PLACE SUBDIVISION

File
Revised

WHEREAS, WE, D & M PROPERTIES, LLP, a limited liability partnership, the owners of property in Hamilton County, Tennessee, known as GEORGETOWN PLACE, as shown on plat recorded in Plat Book 84 Page 105, Registrar's Office, Hamilton County, Tennessee.

we # 34619
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WHEREAS, it is our intent, purpose, and desire to insure that the various lots in said subdivision are developed into a residential section, and for such purposes, there are imposed on the various lots, unless specified otherwise, the RESTRICTIVE COVENANTS AND CONDITIONS hereinafter set forth, which shall be deemed to be a part of the considerations for the conveying of said lots, and said RESTRICTIVE COVENANTS AND CONDITIONS shall run with the land, the same being for the use, protection, and benefit of the present and future owners of lots in said subdivision, are to be effective, whether or not they are set forth specifically in subsequent conveyances.

These restrictive covenants and conditions are in addition to any municipal or governmental regulations of ordinances, which are now, or may be at some future time, in effect and applicable thereto; and, if any one or more of these restrictive covenants and conditions shall be deemed to be overruled thereby, inferior thereto, and inapplicable to the extent of said conflict, but such overruling of one or more of the following provisions, either in whole or in part, shall not invalidate any of the remaining provisions or parts thereof. If any of the restrictive covenants and conditions herein set forth shall be held invalid by any Court of competent jurisdiction, the remainder of the provisions of this instrument, and the application to purposes of circumstances other than to which the same may be held invalid, shall not be affected thereby.

1. All residences must have an electric light located within (10) ten feet of the street or at the mailbox post. Type to be designated by Builder.
2. DWELLING SIZE The main dwelling structure must have a minimum of 1050 square feet, exclusive of porches and garages, on the basic ground level. With the exception hereinafter made for two-story dwellings. If it is expressly stipulated that no area below the ground floor level, nor any area above the ground floor level, shall be included in calculating the minimum residence is of "split level" construction the upper portion of the split level shall be treated and considered as a part of the ground floor area.
3. BUILDING LOCATION No building shall be located on any lot nearer to the front lot line than 25 feet, nor nearer than 10 feet to any interior lot line, and not nearer than 25 feet to any side street line, without written permission of Developer. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building, providing, however, that this shall not be construed to permit any portion of the building on the lot

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 Contact: Pam Hurst, Register
 Hamilton County Tennessee

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to encroach upon another lot. NO PROVISION OF THIS PARAGRAPH SHALL BE CONSTRUED TO PERMIT ANY STRUCTURE TO BE ERECTED SO THAT IT DOES NOT CONFORM TO THE APPLICABLE ZONING LAWS AND REGULATION. It is stipulated that no fence of any kind or character shall be located except to the rear of the rear line of the dwelling; further, as to corner lots, no fence shall be erected nearer than 25 feet from the side street line, such fence shall not be nearer to the side line than the line of the dwelling.

4. **LOT AREA AND WIDTH** It is provided that no more than one dwelling house shall be erected or maintained on any one lot; providing, however, that this will not prevent the use of a one or more lots or parts of lots as a single building lot, providing that the division or rearrangement of boundary lines of the subdivision shall not increase the number of lots originally platted.
5. **NUISANCES** 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 shall not be frequently or habitually kept parked on a driveway, nor shall the owner of any lot in the subdivision, park a tractor truck or any other vehicle in the street or streets herein. Further, trucks larger than pick-ups, including motor homes, campers and boats cannot be parked continuously for over 24 hours on property or street. Any inoperable vehicle must be parked in garage.
6. **TEMPORARY STRUCTURES** 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 being to prevent the use thereon of a garage, incomplete structure, motor home, trailer, barn, barn, tent, outbuilding or other structure as temporary living quarters before or pending the erection 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 during the period of construction.
7. **CONSTRUCTION PERIOD** Any residence being erected on a lot shall be completed within (12) twelve months from the date the lot is cleared and/or prepared for commencement of construction.
8. **LIVESTOCK AND POULTRY** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
9. **GARBAGE AND REFUSE DISPOSAL** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the

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storage or disposal of such material shall be kept in a clean and sanitary condition.

10. **SEWAGE DISPOSAL** No individual sewage disposal system shall be permitted on any lot, unless such a system designed, located, and constructed in accordance with the requirements, standards, and recommendations of local public health authorities. Approval of such systems will be obtained from said local health authorities.
11. **FOUNDATION VENEERS** No exposed concrete block may be used on the exterior of a dwelling. The front and end foundations of a building must be covered with brick or stone. The rear foundations must be covered with brick, stone, or stucco. The rear foundations of all corner lots must be covered with brick or stone.
12. **ROOF** The roof of the dwelling and attached garage must be a minimum pitch of 7/12 and covered with architectural shingles. This requirement will not apply to porches.
- * 13. **PROPANE TANKS** All propane tanks must be underground.
14. **CLEARANCE DEBRIS** In the construction of a residence upon a lot, the Builder shall keep all debris cleared from the street or streets bounding the lot; and, before any residence is occupied, all debris must be removed from the entire lot.
15. **PLAN APPROVAL** Before any construction is commenced or carried on, plans and specification for any dwelling house to be constructed on any one of said lots shall be submitted for approval to Don Walker and/or Monty Reeves, and written approval thereof procured. Front elevations to be minimum 25% brick and stone.

15a. No chain link fences allowed and out buildings must be similar materials of residence. Fences and out buildings to be approved by subdivision review committee.
16. **PROPERTY MAINTENANCE** All buildings and improvements to the lots in said subdivision must, from their completion, be maintained by the owner in a neat, well-repaired and well-maintained condition. 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). Tree limbs, rocks and other debris must be kept out of the street. In the event that an owner fails, of his own volition to maintain his lot in a neat and orderly condition, the developer, or their duly appointed agent, may enter upon said lot without liability and proceed to put said lot into an orderly condition, billing the cost

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of such work to the owner. All property owners in the subdivision are requested to aid in keeping cars, trucks and delivery trucks off the curbs of the streets, as the same can easily be broken, particularly when new. Also, all owners of lots must keep the street clean and clear of concrete block - concrete, mud, and building materials while residence is under construction.

16a. All storm water regulations and all mud and dirt on road are responsibility of lot owners.

17. All front yards must be sodded with Pescue. All owners/builders must install mailboxes and lights designated by developers.
18. SIGNS No sign or character shall be displayed or placed upon any part of the property except those advertising the property for sale and those used by builder to advertise the property during the construction and sales period, said signs referring only to the premises on which displayed. No such sign shall exceed (9) nine square feet in size nor have an overall height exceeding (4) four feet above ground level.
19. SATELLITE DISHES Satellite receivers or dishes must be located so that they are not visible from the street on which the dwelling fronts and from side street in the case of a corner lot.
20. TERMS OF COVENANTS These covenants run with the land and are binding on all parties and all persons claiming under them for a period of TWENTY-FIVE (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive (10) ten year periods, unless an instrument signed by a majority of the then owner of the lots has been recorded agreeing to change said covenants in whole or in part.
21. STREETLIGHTS AND MAILBOXES Each homeowner is required to install a small residential streetlight and mailbox per the builder specification.
22. ENFORCEMENT In the event of violation or attempted violation of any one or more of the foregoing Restrictive Covenants and Conditions, the party or parties guilty thereof shall be subject to an liable at the suit of D & M Properties, LLP, their heirs or assigns, to be enjoined by proper process from such violation, and shall be further liable for such damages as may accrue, it being stipulated that court costs and reasonable attorney fees incident to any such proceedings shall constitute liquidated damages. We reserve the right and the privilege of waiving minor violations of these restrictive covenants and conditions when the same do not, in our opinion, materially affect the purposes sought to be attained by these restrictive covenants, and providing that if such variance or violation is a violation of any zoning ordinance, variance for such zoning violation must also be procured.

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IN WITNESS WHEREOF, the undersigned, being the Declarant, hereby amends the Declaration as set forth in this First Amendment.

ELJ PROPERTIES, LLC

By: [Signature]
Title: Secretary

STATE OF TN :
COUNTY OF Hamilton :

Jeff Coemack

Before me, a Notary Public, of the state and county aforesaid, personally appeared Jeff Coemack 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 Secretary of ELJ Properties, LLC, the within-named bargainer, a Georgia limited liability company, and that he as such Secretary executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself/herself as such ELJ Properties.

Signed, sealed and delivered in the presence of:

Andi Seltzer
WITNESS

Murdell Smith
NOTARY PUBLIC

My commission expires:
8.19.03



FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GEORGETOWN PLACE SUBDIVISION

(At Book 8208, Page 132 in the Register's Office
of Hamilton County, Tennessee)

This First Amendment is made as of February 16, 2009 by D & M PROPERTIES, LLP, the Declarant under the Declaration, pursuant to the provisions of Section 22 of the Declaration which grant the Declarant the right to amend the Declaration or waive any minor violations or changes.

- A. Except as specifically provided in this Agreement, the Declaration is unchanged and remains in full force and effect.
- B. The capitalized terms used but not defined in this First Amendments shall have the meaning given to them in the Declaration.
- C. The Declaration is hereby amended by inserting the new paragraph detailed below and deleting such original paragraph.

13. **PROPANE TANKS. All propane tanks over one hundred (100) pounds, shall be buried.**

26. **All owners (builders) are to install a 42" sidewalk in front of their exterior lots, with the following exceptions: Lots 1-3 and 40-44 do not require sidewalks.**

- D. The Declaration is hereby amended by inserting a new paragraph to read as follows:

Amendments. This Declaration may be amended in accordance with the following procedures:

27.(a) An Amendment to this Declaration may be considered at any annual or special meeting of the Association; provided however, that, if at an annual meeting, notice of consideration of the Amendment and a general description of the terms of such Amendment shall be included in the notice of the annual meeting provided for in the Restrictive Covenants Georgetown Place Subdivision, and if a special meeting, a similar notice shall be included in the notice of the special meeting provided for in the Restrictive Covenants Georgetown Place Subdivision. Notice of any meeting to consider an Amendment shall also be sent to each Mortgagee listed upon the register of the Association.

(b) At any such meeting, the Amendment must be approved by an affirmative two-thirds (2/3) vote of those Owners present and voting.

(c) If an Amendment is approved as set forth in Paragraph (b) of this Section, the Secretary shall mail a true copy of the Amendment to each Owner, informing each Owner that he shall have twenty (20) days from such notice within which to reply, in writing, to the Secretary of the Association and to indicate his approval or disapproval of such Amendment. If seventy-five (75) percent of those Owners responding within said twenty (20) day period shall indicate their approval of the Amendment, it shall be deemed adopted.

(d) An Amendment adopted under Paragraph (c) of this Section shall become effective upon its recording in the Register's Office of Hamilton County, Tennessee, and the President and Secretary shall execute, acknowledge and record the Amendment and the Secretary shall certify on its face that it has been adopted in accordance with the provisions of this Section; provided that in the event of the disability or incapacity of either the Vice-President shall be empowered to execute, acknowledge and record the Amendment. The certificate shall be conclusive evidence to any person who relies thereon in good faith, including, without limitation, any Mortgagee, prospective purchaser, tenant, lienholder or title insurance company that the Amendment was adopted in accordance with the provisions of this Section.

(e) This certificate referred to in Paragraph (d) of this Section shall be in substantially the following form:

CERTIFICATE


I, _____, do hereby certify that I am the Secretary of Georgetown Place Subdivision and that the within Amendment to the Declaration of Covenants and Restrictions and ByLaws for Georgetown Place Subdivision was duly adopted by the Owners of said Association in accordance with the provisions of said Declaration.

Witness my hand this 16th day of February, 2009

Secretary

(f) No Amendment shall be made affecting the Common Properties which is in any manner inconsistent with the permitted uses and purposes for such properties set out in Restrictive Covenants Georgetown Place Subdivision. No Amendment to this Declaration shall be made unless it conforms to any local, county, or state governmental planning and zoning laws and regulations. No Amendment to this Declaration shall be made which shall adversely affect the rights of Mortgagees under the Restrictive Covenants Georgetown Place Subdivision

D & M PROPERTIES, LLP



By: _____
Its: _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 16th day of February, 2009, before me personally appeared _____, to me known, or proved to me on the basis of satisfactory evidence, to be the _____ of D & M Properties, LLP, the within named bargainor, a Tennessee Limited Partnership, and acknowledged that he executed the foregoing instrument as _____ of said limited partnership and acknowledged that he had full authority so to do.

Notary Public

My Commission Expires:

Instrument: 2009040900090
Book and Page: GI 8898 543
MISC RECORDING FEE \$10.00
DATA PROCESSING FEE \$2.00
Total Fees: \$12.00
User: HCDC\Freudenberg
Date: 4/9/2009
Time: 10:59:11 AM
Contact: Pam Hurst, Register
Hamilton County, Tennessee

Prepared by: Gateway Title Co., LLC
1612 Gunbarrel Road, Suite 102
Chattanooga, Tennessee 37421

SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GEORGETOWN PLACE SUBDIVISION

(At Book 8208, Page 132 in the Register's Office
of Hamilton County, Tennessee)

This Second Amendment is made as of March 26, 2009 by D & M PROPERTIES, LLP, the Declarant under the Declaration, as amended pursuant to the provisions of Section 22 and Section 27 of the Declaration which grant the Declarant the right to amend the Declaration or waive any minor violations or changes.

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- A. Except as specifically provided in this Agreement, the Declaration is unchanged and remains in full force and effect.
- B. The capitalized terms used but not defined in this First Amendments shall have the meaning given to them in the Declaration.
- C. The Declaration is hereby amended by inserting the new paragraph detailed below and deleting such original paragraph.

21. **STREETLIGHTS AND MAILBOXES.** Each homeowner is required to install a mailbox per builder specification and streetlights are optional.

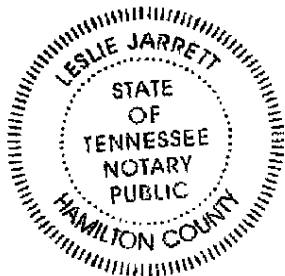
D & M PROPERTIES, LLP

By: Don Walker
Its: Member

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 26th day of March, 2009, before me personally appeared Don Walker, to me known, or proved to me on the basis of satisfactory evidence, to be the Member of D & M Properties, LLP, the within named bargainer, a Tennessee Limited Partnership, and acknowledged that he executed the foregoing instrument as Member of said limited partnership and acknowledged that he had full authority so to do.

Leslie Jarrett
Notary Public
My Commission Expires:
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My Commission Expires:
February 22, 2012

CERTIFICATE

I, Don Walker, do hereby certify that I am the Secretary of Georgetown Place Subdivision and that the within Amendment to the Declaration of Covenants and Restrictions and ByLaws for Georgetown Place Subdivision was duly adopted by the Owners of said Association in accordance with the provisions of said Declaration.

Witness my hand this 26th day of March, 2009



Secretary