

7749 Pinewood Dr  
 Chattanooga, Tenn. 37421

C. H. Chen  
 7/2 Date. Party

PREPARED BY  
 SPEARS, MOORE, RESMAN & WILLIAMS  
 EIGHTH FLOOR BLUE CROSS BUILDING  
 801 PINE STREET, P.O. BOX 1749  
 CHATTANOOGA, TENNESSEE 37401-2479

**RESTRICTIVE COVENANTS ON  
 HAMILTON MILL SUBDIVISION**

We, C. H. CHEN and wife, LANA T. CHEN, hereinafter referred to as "Owners", being the owners in fee simple of property which has been subdivided, and is known as Hamilton Mill Subdivision, as shown on plat thereof which has been prepared and appears of record in Plat Book 52, Page 55, in the Register's Office of Hamilton County, Tennessee, in order to promote the development of same as a residential subdivision and to protect the value thereof, do hereby impose upon said Hamilton Mill Subdivision, the following Restrictive Covenants, to constitute covenants running with the land, to be binding upon the present owners and their successors in title, whether mentioned in subsequent conveyances or not, to wit:

1. These Restrictive Covenants are applicable to Lots 1 through 124, Hamilton Mill Subdivision, as shown by plat of record in Plat Book 52, Page 55, in the Register's Office of Hamilton County, Tennessee, and shall not apply to any other property in Hamilton County, Tennessee, now or hereafter owned by C. H. Chen and/or Lana T. Chen.

2. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two and one-half (2½) stories in height and a private garage for not less than two (2) cars. Carports and detached garages shall not be permitted in said subdivision. All homes in said subdivision shall comply with all local building codes and ordinances. No homes within this subdivision shall be used as rental property except as individually approved by the owners or their designee.

3. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans, specifications, and the plan showing the location of the structure shall have been approved by C. H. Chen and wife, Lana T. Chen, or either of them, or the survivor of them, his or her heirs or assigns, or their designee, as to quality or workmanship and materials, harmony of external finishes and design with existing structures, and as to location with respect to topography and finish grade elevation. Each builder shall furnish owners or their designee with a complete set of the building plans and specifications to be used.

4. Dwelling Cost, Quality and Size. The intention and purpose of these covenants is to assure that all dwellings shall be of a quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The ground floor area of the dwellings located on Lot Nos. 1 through 16, 53 through 64, 90 through 92, and 121 through 124, exclusive of one story open porches and garages, shall be a minimum of seven hundred (700) square feet with the total square footage of the dwelling to be a minimum of thirteen hundred (1,300) square feet. The ground floor of the dwellings located on Lots 17 through 41, 77 through 89, and 93

through 120, exclusive of one story open porches and garages, shall be a minimum of eight hundred (800) square feet with the total square footage to be a minimum of sixteen hundred (1,600) square feet. The ground floor area of the dwellings located on Lots 42 through 52, and 65 through 76 shall be a minimum of one thousand (1,000) square feet with the total square footage to be a minimum of two thousand (2,000) square feet. All homes built in said subdivision must be started within six months of the purchase of the lot. Construction of any home, including yard, driveway, sidewalks, gutters and exterior painting must be completely finished within six months from the date the owners or their designee approves the plan.

5. Exterior Foundation Elevations. No exposed concrete blocks shall be permitted in the construction of any home in said subdivision. Foundation shall be faced with brick or mountain stone on all elevations of all homes. No permastone shall be permitted in the construction of any home in said subdivision.

6. Dwelling Location. No dwelling shall be located on any lot nearer to the front line, or nearer to the side street line and the minimum dwelling set back lines shown on the recorded plat. In any event, no dwelling shall be located on any lot nearer than twenty-five (25) feet to the front line or nearer than twenty-five (25) feet to any side street, or nearer than ten (10) feet to any interior lot line, or nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot. No pitch of the roof of any structure in said subdivision shall be less than a 7/12 ratio. All driveways, sidewalks, and walkways in said subdivision shall be made of concrete, the type to be specified and approved by owners or their designee. All junctions of driveways and roads shall be made and specified by owners or their designee. All homes shall have a walkway from the driveway to the front entrance. All driveways shall be a minimum of twenty (20) feet wide. All homes shall have a four (4) foot wide sidewalk abutting and adjoining the curb along the whole street frontage adjoining each lot, including side streets on corner lots. Sidewalks shall be built at mailboxes according to the specifications of owners or their designee. No out buildings or garages shall be permitted on any lot in said subdivision. A pool or spa shall be permitted with the permission of the owners or their designee. The owners or their designee may allow bathhouses or gazebos to accompany pools or spas but reserves the right to approve plans of same. All mailbox posts in said subdivision shall be of the same style. The style of said post will be specified by owners or their designee when the plans for each lot are approved.

7. 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.

8. Temporary Structures. No structure of a temporary character, including, without limitation, a trailer, basement, tent, shack, garage, barn, utility building, dog house or other out-building shall be constructed on any lot at any time as a residence or for any other use either temporarily or permanently.

9. Oil and Mining Operations. No oil drilling, oil development operations, or refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

10. Signs. No sign of any kind shall be displayed to the public view on any lot with the following exceptions: One sign of not more than five (5) square feet advertising the property for sale or signs of the same size used by a builder to advertise the property during the construction and sales period.

11. Satellite Dishes. Satellite dishes shall not be permitted unless concealed from view of users of any public right of way and also concealed by hedges, lattice work, or other aesthetically acceptable screening so as to be effectively concealed from view of adjacent lot owners. No radio towers will be permitted. Normal television antennas connected to a dwelling shall not be deemed to violate this restriction.

12. Clotheslines. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, or other aesthetically acceptable screening.

13. Athletic Equipment. Athletic equipment, such as, but not limited to, basketball backboards, shall not be permitted in any front yard.

14. Vegetable Gardens. There shall be no vegetable gardening carried on at any lot within view of users of the public right of way.

15. 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 purposes.

16. Garbage and Refuse Disposal. All refuse shall be collected in suitable containers which shall be stored, except for days of garbage collections, in areas out of view of users of any public right of way. During construction all debris is to be removed within two weeks of substantial completion of dwelling.

17. Water Supply. Water shall be obtained from public utility systems only. No private wells allowed.

18. Sewage Disposal. All sewage disposal systems shall be constructed and maintained strictly in accordance with the rules and regulations of governmental authorities having jurisdiction thereover.

19. Fencing. No fence shall be located closer than fifty (50) feet to the front property line on all lots not on corners. Same shall apply to corner lots with exception that no fence shall extend beyond rear corner of dwelling on side nearest street and no closer than twenty-five (25) feet to the side property line nearest street and shall be parallel to the street upon which the end of the house faces. No fence which is observable from the public rights of way may be erected or allowed unless same is a living fence or made of wood, and shall not be permitted to exceed six (6) feet in height above the ground from which it derives its support and from which it shall be measured. Any fencing must be approved by owners or their designee.

20. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line connecting them at points twenty-five (25) feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended.

21. Automobiles. No trucks larger than one ton in size shall be permitted or kept on any lot in said subdivision except during the construction of the home on said lot. Any vehicle with commercial writing or advertising on it must be kept in the garage or behind a fence. No junk, abandoned, inoperative or unlicensed cars may be parked or stored at any lot in said subdivision. All boats, trailers, recreational vehicles or other such vehicles must be stored in the garage or the rear of the home on any lot. No such vehicle may be parked on the driveway in front of any lot except as a temporary convenience not to exceed twelve (12) hours. No resident shall have any automobiles parked on the street except as a temporary convenience not to exceed twelve hours.

22. Heavy Equipment. At no such time shall there be any heavy equipment, equipment trailers, excavating equipment (other than for construction purposes in subdivision) allowed on any lot in the subdivision, nor on the streets located in the subdivision. No vehicle having more than two axles shall come upon or be stored on any lot, except for the purposes of delivery by commercial enterprises not affiliated in any way with the lot owner.

23. Alter Lots. C. H. Chen and wife, Lana T. Chen, or the survivor of them, his or her heirs and assigns, shall have the right to alter, change, divide or subdivide any lot within the subdivision as they, in their sole discretion may desire. None of the lots shall be resubdivided by any other owner thereof but shall remain as shown on the recorded plat except that two or more lots may be combined as one, in which event the set back restrictions shall be construed as pertaining to the side lines of the two or more lots as combined.

24. Application Cumulative in Nature. The covenants and restrictions in this document shall be deemed cumulative in nature as to any other document, law, zoning ordinances or other instrument having the force of law and binding the owners of any lot to any other covenant or restriction as to the use of any lot. To the extent any other document, law, zoning ordinance or other instrument shall be inconsistent with these covenants and restrictions, the more restrictive provision shall prevail.

25. Business. There shall be no business conducted in or out of any home built on any lot in the subdivision. An exception may be made for yard sales if specifically and individually approved by the owners or their designee.

26. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period twenty-five (25) years from the date these covenants are recorded.

27. Homeowner's Association. All owners of lots contained within the Hamilton Mill subdivision purchased with the intent to reside there or those who purchase a home there shall automatically become members of the Hamilton Mill Homeowner's Association which is a not-for-profit corporation and thereby subject to the by-laws and rules of procedures of the corporation. The enforcement of these restrictive covenants will lie with C. H. Chen and wife, Lana T. Chen, or either of them, or the survivor of them, his or her heirs or assigns until such time as they assign, in whole or in part, the enforcement to the Homeowner's Association.

28. Enforcement. If any owner at any time violates or attempts to violate any of the covenants or restrictions as therein provided, C. H. Chen and wife, Lana T. Chen, or either of them, or the survivor of them, his or her heirs or assigns, or any other owner may bring proceedings at law or in equity against the owner violating or attempting to violate these restrictive covenants to prevent owner from so doing and C. H. Chen and wife, Lana T. Chen, or either of them, or the survivor of them, his or her heirs or assigns, or other owner may recover damages incidental to such violations, including reasonable court costs and attorneys' fees in prosecuting suit. C. H. Chen and wife, Lana T. Chen, or either of them, or the survivor of them, his or her heirs and assigns, reserves the right and privilege of waiving minor violations of these Restrictive Covenants. C. H. Chen and wife, Lana T. Chen, or either of them, or the survivor of them, his or her heirs and assigns or successors, further reserves the right and privilege of waiving minor variances to these restrictive covenants.

29. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands, on this 30th day of September, 1993.

C. H. Chen  
C. H. CHEN  
Lana T. Chen  
LANA T. CHEN

STATE OF TENNESSEE ) 10/04/93 MISC 20.00 \*\*20.00 A  
COUNTY OF HAMILTON )

On this 30th day of September, 1993, before me personally appeared C. H. CHEN and wife, LANA T. CHEN, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



IN WITNESS WHEREOF I have hereunto set my hand and

Sarah F. DeFriese  
NOTARY PUBLIC  
HAMILTON COUNTY  
STATE OF TENNESSEE  
SEPT 4 PM 3 28  
DEPUTY  
SPT. # 663482

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