

BOOK 3112 PAGE 688

COH III/dm/#5570

GRANTEE ADDRESS: FRED L. EDGMAN, INC. Box 21590 CHATT. TN. 37421	SEND TAX BILLS TO: NAME	MAP PARCEL NO. P. 160-37.1
---	----------------------------	-------------------------------

1
et

THE DRAFTSMAN OF THIS DEED IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SET OUT IN THIS BLOCK

PREPARED BY:
CHARLES O. HON, III ATTORNEY
817 WALNUT STREET
CHATTANOOGA, TENNESSEE 37402

RESTRICTIONS ON QUAIL RUN SUBDIVISION

FRED L. EDGMAN, INC., hereby declaring that it is the lawful owner in fee simple of all Lots of QUAIL RUN SUBDIVISION, Unit Three (3), as shown by Plat of record in Plat Book 40, Page 43, 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, its successors in trust or assigns, and the protection of future owners of any one or more of said lots, does hereby impose upon all of said lots, the following Restrictive Covenants, which shall run with the land, to-wit:

1. That said lots shall be devoted exclusively to Residential uses, that no building shall be erected or maintained in the subdivision other than Single-Family Residences, without any outbuildings, (except those allowed and described hereafter in paragraph Two (2) below), other than private swimming pools, outdoor cooking places, etc., which are permissible, and with the express provisions that all Residences shall have at least single car garages or carports, either attached thereto or integrated in or beneath a residence.
2. Outbuildings maybe allowed on any lot which has a depth of greater than One Hundred Seventy-five (175) feet. And such outbuilding may not be erected or maintained nearer to the front lot line than the line of the rear elevation of the residence, extended in a direct line to the side lines; and as to corner lots, the same shall not be erected or maintained nearer to the side street line than the side street elevation of the residence, extended in a direct line to the rear of lot line. Any such outbuilding allowed must be of such design and structure as to conform with the neighborhood. All plans of such outbuildings must be approved by Fred L. Edgman, Inc., said approval must be by written instrument prior to construction of the dwelling.
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. That within a period hereinafter stated, any dwelling of the following classifications erected upon all lots must meet the square foot livable floor area as set forth as to that respective classification. The full basement dwelling and/or split fayer dwelling shall have at least Eleven Hundred (1100) square feet of livable floor space upstairs or on the upper level of said house or dwelling. Any split level dwelling shall have at least Eleven Hundred (1100) square feet of livable floor space on the Two (2) upper floors of said dwelling. Any tri-level dwelling shall contain at least Fifteen Hundred (1500) square feet of livable floor area. The ranch style dwelling without basement shall contain at least Twelve Hundred (1200) feet of livable floor area. Any two-story dwelling must contain at least Fifteen Hundred (1500) feet of livable floor space. All of the above mentioned livable areas are to be 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. All plans of dwelling and specifications must be approved by Fred L. Edgman, Inc., said approval must be by written by instrument prior to construction of dwelling.

BOOK 3112 PAGE 689

5. That no more than One (1) dwelling shall be erected on any One (1) 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 a residence, and stucco finish shall be permissible only on the rear elevation of a residence.

6. 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 (25) feet, or nearer than ten (10) feet to any side line or alley, or nearer than twenty (20) feet to any side street line. No structures, other than swimming pools, outdoor fireplace, etc., of approximate ground level construction, shall be located on the rear twenty-five (25) feet of any lot. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, this shall not be construed to permit any portion 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.

7. That no lot shall be re-subdivided without the written permission of Fred L. Edgmon, Inc. Fred L. Edgmon, Inc., 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 "6" 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 part of lots may be used as access to any other property outside of this subdivision without written consent of Fred L. Edgmon, Inc., and consent must be recorded in the Register's Office of Hamilton County, Tennessee.

8. 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.

9. That before any dwelling on said premises shall be occupied, a septic tank approved either by the grantor or by the constituted public authorities for sewage disposal shall be installed, all sewage from the premises shall be turned into such tank and the same shall be continuously maintained in proper state of sanitation; provided, that upon any approved system of sewers being installed for the use of the community on which said premises are located and upon proper connection of said premises therewith, said septic tank may be abandoned.

10. That for the purpose of property improvement, as long as it retains record ownership in any lots in the subdivision, Fred L. Edgmon, Inc., 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 purposes 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 restrictions as waived or modified. Nor is the owner entitled to damages from the developer for any waivers granted by it.

11. 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 street or driveways therein, or carry on any major repairs to said automobiles in driveway or street in subdivision.

BOOK 3112 PAGE 690

12. That all driveways on lots shall be constructed of plant mix asphalt or concrete.

13. 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 judgement or decree of any court or record to be invalid, such action shall in no way effect the other provisions, which shall remain in full force and effect, the owner's hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

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 "g" 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 Fred L. Edgmon, Inc. 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 as modified by Fred L. Edgmon, Inc., and either to prevent him or them from so doing or to recover damages or other dues for such violation, and court costs and reasonable attorney's fees shall constitute liquidated damages.

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

IN WITNESS WHEREOF, FRED L. EDGMON, INC., a Tennessee Corporation, has caused these presents to be executed by Fred L. Edgmon, its President, and by _____, its _____ and its corporate seal hereto affixed to be effective as of this 2nd day of August, 1985.

FRED L. EDGMON, INC., a Tennessee Corporation
BY: Fred L. Edgmon President
BY: _____

BOOK 3112 PAGE 691

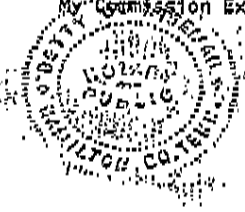
STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Betty J. Whisenand, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared Fred L. Edgmon and himself, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged themselves to be the President and himself, respectively, of FRED L. EDGMON, INC., a Tennessee Corporation, the within named bargainer, a corporation, and that they as such President and himself, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such President and himself.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal at office in said State and County on this 27th day of August, 19 85.

Betty J. Whisenand
NOTARY PUBLIC

My Commission Expires: June 13, 1988



H 9:40:6

IDENTIFICATION
REFERENCE

Aug 2 11 49 AM '85
DOROTHY P. BRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

03/02/85 MISC 12.00 **12.00 A