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OWNER	ASSOR TAXABLE TO:
THE DEPARTMENT OF THIS RECORD MAY BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SET OUT IN THIS PAGE.	

PREPARED BY:

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217 WALNUT STREET  
CHATTANOOGA, TENNESSEE 37402

MAP PARCEL NO.

**RESTRICTIVE COVENANTS  
STONEMILL SUBDIVISION**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, We, DeGrava Construction, Inc. ("Developer"), of Hamilton County, Tennessee, being the owner of land known as StoneMill Subdivision, a Plat of which is recorded in the Register's Office of Hamilton County, Tennessee, in Plat Book 46, Page 172, has divided said property into building tracts, and in order to develop, protect and maintain a desirable community and high standards of property values therein, and, for the benefit of all purchasers, owners or holders of lots or tracts within said Subdivision, the following special covenants and restrictive conditions to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or tracts, or portions thereof; and all conveyances within said Subdivision shall be accepted subject to said special covenants and restrictive conditions and to the penalties hereinafter provided for their violation or attempted violation as fully as if incorporated into and made a part of each conveyance in detail.

1. **LAND USE.** All lots or tracts shall be used for single family residential purposes. At no time shall any lot or tract be used in whole or part as a street or right-of-way or for any utility easement connecting from said street within the Subdivision with any land outside the Subdivision except with the express written and recorded approval of the "Developer," its successors or assigns.

2. **ARCHITECTURAL CONTROL.** No construction of any building shall begin until the plans and specifications and a plan showing the location of the structure shall have been approved by "Developer," its successors or assigns. IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE that "Developer," its successors or assigns, may require any changes, not otherwise prohibited in this document, concerning size, design, style, location, type of exterior, exterior color, etc., with regard to the building. The decision of "Developer," its successors or assigns, shall be final. It is stipulated that such approval shall not be unreasonably withheld.

It is further provided that, in the event of the completion of any dwelling house on any lot without any proceedings having been instituted in the Courts of Hamilton County, Tennessee to enjoin the construction thereof, the said dwelling shall be conclusively presumed to have had such approval.

3. **BUILDING TYPE AND LOCATION.** No structure shall be erected or maintained on any lot or tract other than a detached single-family dwelling, not to exceed two and one-half stories in height and not more than one residence shall be permitted upon any one lot or tract.

The exterior front and side elevations of all buildings shall be of either wood (horizontal boards, or similar), vinyl, stone, brick, masonry, etc, or stucco. If horizontal boards are used, not over eight (8) inches of each board may be exposed to the weather.

There shall be no artificial or man-made stone materials used. All retaining walls shall be brick or stone finish. All roofs shall contain a pitch ratio of 6/12, and one story roof elevations a minimum pitch ratio of 10/12. All foundations shall be of brick or mountain stone unless otherwise approved by the "Developer," its successors or assigns.

There must be a minimum of a two car garage, preferably with garage openings not facing the street. There shall be no carports.

*Mail - Kelly De Grava  
P.O. Box 510  
Cottrellville, TN. 37315*

*Code*

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No building shall be located on any lot nearer than 40 feet to the front lot line or nearer than 25 feet to any side street line, or nearer than 25 feet to any interior lot line.

Any building being erected on a lot shall be completed within six (6) months from the date of the pouring of the footings for said building.

Before any construction is commenced or carried on for any out-buildings, plans and specifications shall be submitted for approval to DeGrave Construction, Inc., and written approval thereof procured. Out-buildings may be erected or located to the rear of the residence and 25 feet from any adjacent property line. All structures including barns or garages or other out-buildings shall be constructed of new materials, and unless of brick or rock or of some non-fading material, the same shall be painted and maintained in a good condition at all times. No pre-fabricated out-buildings shall be allowed.

There shall be no dwellings or buildings erected of a geodesic dome design or of any extremely unusual design without the express approval of the "Developer," its successors or assigns.

Gardens shall be located not less than 100 feet from all roads, and shall always be located to the rear of a line projecting the rear (opposite from road upon which the dwelling faces) house line, and shall further be to the rear of the dwellings of each adjacent lot to the extent possible. It is intended by this paragraph that no garden shall be or become unsightly or a nuisance to the adjacent neighbors.

4. DRIVEWAYS. Each residence constructed upon a lot in said subdivision must be served by a driveway paved with concrete, asphalt, brick, laid stone or similar construction with proper crowing and drainage and shall be completed by the initial occupancy of the dwelling. Loose stone or rocks shall not be permitted, with the exception of lots numbered 10, 11, 21, and 22, which must have a minimum of 100 feet from the street paved with concrete, asphalt, brick, laid stone, or similar construction.

DRAINAGE PIPE UNDERNEATH THE DRIVEWAY BETWEEN THE LOT AND THE ROADWAY PROPER SHALL BE APPROVED AS TO SIZE BY THE HAMILTON COUNTY ROAD DEPARTMENT AND ALL MUST BE INSTALLED BEFORE CONSTRUCTION IS BEGUN UPON SAID TRACT OR LOT.

5. SUBDIVISION OF LOTS. No lot or tract may be subdivided by anyone other than the original developer who shall have the authority to re-subdivide any lot or tract, but in no event shall the re-subdivision of any lot or tract contain less than one (1) acre of land. However, this does not preclude the addition of a portion of a lot to another lot, so long as the lot from which the portion is taken contains at least 51% of its original lot size. Furthermore, this provision does not preclude the building upon two or more lots, in which case said lots shall be considered one lot for this provision. Except as to the developer, no lot or tract shall be divided for the purpose of creating a new or separate lot for building purposes; each division, except as made by the subdivision developer, shall be for the purpose of adding to an adjacent tract of land.

6. DESIRED DWELLING SIZES. No dwelling house shall be erected in the subdivision unless it has the number of square feet of enclosed living area, exclusive of open porches or screened porches, garages or basements, set forth in this paragraph. For the purposes of this paragraph, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, caves and steps. In the case of houses which are known as "Split-levels," in order for a level to qualify as a main living area, it must be exposed for full height on three sides. In the case of any questions as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of DeGrave Construction, Inc., its successors, designees, or assigns, shall be final. The number of square feet required is as follows:

- (i) A 2-story residence with attached double garage, 1,200 square feet on the first floor of such residence, and a minimum of 1,000 square feet on the second floor

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- (iii) A 1 1/2-story residence with full basement and with attached double garage: 2,000 square feet
- (iv) A 1 1/2-story residence with attached double garage: 1,200 square feet on the first floor and 800 square feet on the second floor.
- (v) A 1 1/2-story residence with a garage in basement: 1,600 square feet on the first floor and 600 square feet on the second floor.
- (vi) A split-level, with attached double garage 2,000 square feet.
- (vii) A 2-story residence with garage in the basement: same number of square feet on each floor, 2,400 square feet, less square feet on the second floor, 1,400 square feet on the first floor and 800 square feet on the second floor.
- (viii) 1-story and split-level residence must have attached double garages.
- (ix) It shall be permissible for DeGrave Construction, Inc. to permit variations in square footage requirements as to the volume contained on a particular floor, so long as the dwelling contains at least 2,000 square feet total.

7. UTILITY LINES. ALL UTILITY LINES FROM STREET TO BUILDINGS UPON EACH LOT OR TRACT SHALL BE BURIED. There shall be no exposed service connecting wires for electricity, telephone, cable or otherwise from streets to any structure.

8. TEMPORARY STRUCTURE OR MOBILE HOMES. No mobile homes, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot or tract within said subdivision. Specifically prohibited is the partial construction such as a basement of a house and moving prior to the full completion of said house. Such structure shall be considered temporary and prohibited. Violation of this paragraph shall be a nuisance per se.

9. MISCELLANEOUS. Fencing shall be to the rear of the dwelling, shall be of new materials, and is to be kept in good condition at all times. Decorative fencing in front must be approved by the "Developer," its successors or assigns. Any fence erected on any lot in the subdivision must not be located nearer to the front lot line than the line of the rear elevation of the residence, extended in a direct line to the said 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 lot line. Chain link fencing is discouraged, thus, location must be approved by the "Developer," its successors or assigns. Satellite receivers or dishes and antennas must be located so that they are not visible from the street on which the dwelling fronts and from side streets in the case of a corner lot.

Any/all mailboxes shall be of brick or stone.

The majority of the trees may not be removed from any lot except in the area of the lot upon which the house and driveway are to be constructed. Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the subdivision.

No commercial sign of any character shall be displayed or placed upon any part of the property except those advertising the property for sale and those used by a builder to advertise the property during the construction and sales period, said signs referring only to the premises on which displayed. No sign shall exceed nine (9) square feet in size nor have an overall height exceeding four (4) feet above ground level.

10. ANIMALS. No sheep, swine, goats, horses, cattle, burros, fowls or any like animals shall be permitted to be kept or to remain on any of the lots hereinabove described, or to roam at large on any of the streets or bordering the same. There shall be no kennels permitted on any lot in the subdivision for the commercial breeding of domestic pets. No animals, except a reasonable number of household pets, shall be kept on owner's lots or tracts. Should animals be uncontrolled or uncontained, they shall be considered a nuisance.

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**11. NUISANCE.** No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or way become an annoyance to the neighborhood. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise, shall likewise constitute a nuisance per se. Further, trucks larger than pick-ups, motor homes, campers and boats must be parked to the rear of the residence in a location so they cannot be seen from the street on which the residence fronts. Also, the removal of all building material, such as block, bricks, lumber, etc., shall be completed at occupancy of a dwelling. The failure to do so shall be a nuisance per se. Finally, any dwelling which has been destroyed or damaged to any degree which is externally visible shall be repaired or removed within six (6) months from such destruction or damage. The failure to do so shall be a nuisance per se.

**12. SUBDIVISION MAINTENANCE.** 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 streets. In the event that an owner fails, of his own volition, to maintain his lot in a neat and orderly condition, DeGrave Construction, Inc., or its duly appointed agent, may enter upon said lot without liability and proceed to put said lot into an orderly condition, billing the cost 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. In the construction of a residence upon a lot, the Builder shall keep all debris (concrete blocks, concrete, building materials, etc.) cleared from the street or streets bounding the lot; and, before any residence is occupied, all debris must be removed from the entire lot. Also, all owners of lots must keep the street clean and clear while residence is under construction.

"Developers" responsibility, other than as landowner, shall terminate upon the "final approval" of the Hamilton County Regional Planning Commission, as to the Subdivision proper.

**13. WAIVER.** In the event of violation of set-back lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by DeGrave Construction, Inc. Whether expressly stated so or not in any Deed conveying any one or more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

**14. TERM.** The covenants herein shall be binding upon all parties and all persons claiming under them until 19 February 2012 at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a minimum of sixty-six and two-thirds percent (66 2/3%) of the then owners of the lots, it is agreed to change said covenants in whole or in part; provided, further, that the instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee. For the purpose of voting, each lot or tract, as originally sold by "Developer" shall have one vote.

**15. INVALIDATION.** The invalidation of any of these covenants or any word, phrase, or clause therein by judgment, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.

**16. ENFORCEMENT.** In the event that any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of such violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lots or tracts or of the then constituted public authorities to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings,

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which costs and attorney fees are prescribed as liquidated damages; and, shall also be liable for such other and additional damages as may accrue. The remedies provided in this Paragraph shall not be exclusive, but shall be in addition to any other remedies allowed by law or in equity in such cases at the time or times of violation of these restrictive covenants.

It is expressly stipulated that the Restrictive Covenants and conditions set forth in this instrument apply solely to the herein listed lots in StoneMill Subdivision, and are not intended to apply to any other lots, tracts, or parcels of land in the area or vicinity, owned by DeGrave Construction, Inc. Specifically, DeGrave Construction, Inc., its successors or assigns, reserves the right to use or convey such other lots, tracts, and parcels with different restrictions or unrestricted.

IN WITNESS WHEREOF DeGRAVE CONSTRUCTION, Inc., has hereunto caused its name to be signed by its duly authorized Officers, on this 19th day of August, 1992.

DeGRAVE CONSTRUCTION, Inc.  
a Tennessee Corporation

BY: Kelly DeGrave, President  
Kelly DeGrave, President

BY: Sheri DeGrave, Secretary  
Sheri DeGrave, Secretary

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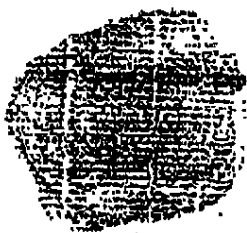
STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, WINA S. MOSS, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared KELLY DeGRAVE and SHERI DeGRAVE, 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 SECRETARY, respectively of DeGRAVE CONSTRUCTION, INC., a Tennessee Corporation, the within named bargainor, a corporation, and that they as such PRESIDENT and SECRETARY, 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 SECRETARY.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal at office in said State and County on this 19th day of AUGUST, 1992

Wina S. Moss  
NOTARY PUBLIC

Expires: AUGUST 22, 1995



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BY: K. DeGrave  
DEPUTY  
STATE OF TENNESSEE  
SHERI L. DEBBESE  
REGISTER  
HAMILTON COUNTY  
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