

Prepared by and Return to:  
Allison E. Bickerstaff  
Husch & Eppenberger, LLC  
736 Georgia Avenue, Suite 300  
Chattanooga, Tennessee 37402

*Fred Edgeman  
Bentwood Cove*

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Hamilton County Tennessee

## RESTRICTIVE COVENANTS FOR BENTWOOD COVE SUBDIVISION, PHASE 2

WHEREAS, the undersigned, FRED L. EDGMON, INC., a Tennessee corporation, (hereinafter referred to as "DEVELOPER" and shall include its successors and/or assigns), is the owner of Lots 29, 30, 42-55, and 88-116 of Bentwood Cove Subdivision, Phase 2, as shown on the final plat for Lots 29, 30, 42-55 and 88-116 (each lot when referred to herein is "Lot" or collectively "Lots") of Bentwood Cove Subdivision ("Subdivision") by plat of record in Plat Book 75, Page 94, Register's Office of Hamilton County, Tennessee, and described on Exhibit A attached hereto and incorporated by reference; and

WHEREAS, it is the plan of DEVELOPER to restrict the Lots as well as all lots subsequently platted in the Subdivision, to residential purposes; and

WHEREAS, it is the intent of DEVELOPER that the Subdivision shall hereafter be held, transferred, sold, conveyed, used, occupied, mortgaged or otherwise encumbered subject to these covenants, restrictions, conditions, easements, assessments, and affirmative obligations as set forth in these restrictive covenants ("Covenants"); and

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owner, as well as the future owners of Lots 29, 30, 42-55, and 88-116, inclusive, of the Subdivision, DEVELOPER subjects the Subdivision to the terms of these Restrictive Covenants and declares that the same is and shall be held, transferred, conveyed, sold, occupied and used subject to the covenants, restrictions, conditions, easements, assessments and affirmative obligations hereinafter set forth (sometimes collectively referred to as "Restrictive Covenants") and each and every conveyance of any one of the Lots shall be subject to these Covenants, which shall run with the land, as follows:

- Plan Approval.** Before any construction of any house on any Lot within the Subdivision (collectively herein "Residence") and all other structures is commenced or carried on, plans and specifications for the structures shall be submitted for approval to DEVELOPER and written approval thereof procured. It is the intent of DEVELOPER to maintain a traditional design with consistent front facade, roof pitch, and exterior design. The decision to approve or deny house plans for a Residence shall be within the sole discretion of DEVELOPER. DEVELOPER shall have the right to grant exceptions to any of these Restrictions if, in its sole discretion, allowing the exception would in no way detract from the quality, appearance and architectural style intended for the Residences and structures that shall be built in the Subdivision.
- Single Family Residential Use Only.** All of the Lots shall be, and shall be known and described as single family residential lots. No Residence shall be designed, patterned, constructed, or maintained to serve for the use of more than one family. No Residence shall be used as a multiple family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose that would not be

allowed in a residential zone.

3. **Garages.** Each Residence shall have at least a double car garage constructed at the same time as the Residence. Detached garages may be allowed by DEVELOPER provided that the garage structure is constructed in a manner similar to the main Residence and the Residence is designed to have a detached garage. Before any detached garage is constructed, the plans for the Residence and the garage must be submitted to DEVELOPER for approval. The decision to approve or deny permission for a detached garage shall be in the sole discretion of DEVELOPER based upon whether the structure and its location will be consistent with the architectural standards of the Subdivision. Where possible all garage doors except those garage doors in a basement shall be eight (8) feet in height. Any garage doors less than eight (8) feet not in a basement shall be subject to DEVELOPER approval.
4. **Access to Adjoining Properties.** No Lot shall be used as a street or easement for access to any adjacent property without submitting for approval in writing to DEVELOPER and procuring its written approval. DEVELOPER shall not have any obligation to permit such street or easement. The decision to do so, or not to do so, shall be in the sole discretion of DEVELOPER.
5. **Setback Requirements.** No Residence shall be located on any one of the Subdivision Lots nearer than twenty-five (25) feet to the front line, twenty (20) feet from any side street line, nor nearer than ten (10) feet to any side lot line; nor set off of the rear boundary line less than twenty-five (25) feet. This requirement may be waived by DEVELOPER if it, in its sole discretion, determines that any such waiver shall be in the best interests of the Subdivision; however, all construction must also meet all governmental requirements, and such governmental requirements shall control. No Residence shall encroach on any easement in the Subdivision.
6. **No Offensive Activity – Parking.** No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision, including but not limited to, boats, tractor trucks, motor homes, inoperative or abandoned automobiles, trailers of any kind, campers, camping trailers and/or items of a similar nature shall not be frequently or habitually parked on a driveway located on any Lot within the Subdivision, nor shall the owner of any Lot park a boat, tractor trailer, motor home, inoperative or abandoned automobile, trailers of any kind, campers, camping trailers and/or items of a similar nature in the streets or driveways therein, or carry on any major repairs to any automobile, boat or other vehicle in a driveway or street in the Subdivision.
7. **Temporary Structures. Completion of Residence.** No part of any Lot shall be used for residential purposes until after a completed Residence, conforming fully to the provisions of this instrument and any governmental requirements, shall have been erected thereon. The intent of this paragraph is to prevent the use of a garage, incomplete structure, trailer, tent, outbuilding, or other structure as temporary living quarters before or pending the completion 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 and with the express written permission of DEVELOPER. DEVELOPER, or its designate (specifically including Fred L. Edgmon) shall be permitted to have a temporary



construction trailer in the Subdivision to carry on construction and sales business it may have in the Subdivision.

8. **Minimum Square Footage.** No Residence shall be erected or permitted to remain in the Subdivision unless it has the following minimum number of square feet of enclosed, heated living area, exclusive of open or screened porches, which includes any bonus rooms above the garage, garages or basements:
- (1) A two-story Residence with an attached or detached double garage - 1,200 square feet on the first floor of such Residence and a minimum of 2,000 square feet total, not counting finished basement.
  - (2) A one-story Residence without basement with an attached or detached double garage - a minimum of 1,750 square feet.
  - (3) A one-story Residence with full basement with attached or detached double garage – a minimum of 1,750 square feet on the upper level.
  - (4) A one-story Residence with full basement with double garage in basement - a minimum of 1,750 square feet on the upper level.
  - (5) A one and one-half-story Residence with attached or detached double garage – a minimum of 1,200 square feet on the first floor with a minimum of 1,800 square feet total, not counting finished basement.
  - (6) A one and one-half-story Residence with a garage in the basement – a minimum of 1,200 square feet on the first floor and a minimum of 1,800 square feet total, not counting finished basement.
  - (7) A split-level or tri-level with attached or detached double garage – a minimum of 1,800 square feet.
  - (8) A split foyer with garage in basement – a minimum of 1,750 square feet on main level.
  - (9) A two-story Residence with garage in the basement – a minimum of 1,500 square feet on the first floor with a minimum of 2,200 square feet total, not counting finished basement.

DEVELOPER reserves the right to reduce the square footage requirements up to 100 square foot on certain Lots which it deems necessary due to topography or other circumstances which are deemed appropriate in order to reduce said square footage requirements. All plans must be submitted and approved by DEVELOPER. Said approval must be by written instrument and must be prior to the beginning of any construction of a Residence. If there is a dispute as to whether a sufficient number of square feet of enclosed living area has been provided, the decision of DEVELOPER is final.

9. **Frontal Appearance, Driveways and Sidewalks.** All Residences and other structures shall have a conventional and acceptable frontal appearance from the main street

fronting said Lots, as set forth in this document. All Residences shall have a concrete sidewalk to be poured by the contractor constructing the Residence of 42 inches wide and in the same position relative to the curb of the street. The sidewalk shall be two (2) feet behind the curb and shall run the full width of the Lot and attach to the sidewalks on either side. All Residences shall have a concrete, brick paver or patterned (stamped) concrete driveway.

10. **Boundary Lines.** It shall be permissible for DEVELOPER to rearrange boundary lines of Lots, if so desired, and combine Lots or parts of Lots into one building plot, but not to the extent of increasing the number of Lots once the final subdivision plat has been recorded. However, no one else may resubdivide any lot without the written permission of DEVELOPER in its sole discretion.
11. **Building Requirements.** The fronts of all Residences shall be constructed using brick veneer, stone veneer, synthetic stucco ("sto" or equivalent), fiber-cement hardboard siding or its equivalent or other products developed or deemed appropriate in the sole discretion of DEVELOPER. No asbestos siding or masonite siding shall be used in the construction of a Residence. Vinyl siding may only be used on the sides and rear of the Residence and on the soffits, chimney chases, dormer windows and other areas on the front of the Residence that are deemed by DEVELOPER to be consistent with the character of the Subdivision and not to detract from the architectural integrity of the home style established in the Subdivision. No exterior concrete blocks shall be exposed and all concrete blocks shall be veneered with either brick, stone or synthetic stucco. There shall be no exposed concrete blocks or stucco foundations. All exterior materials shall be approved in writing by DEVELOPER prior to construction. The decision to approve or deny material choices shall be in the sole discretion of DEVELOPER. All roof pitches must be an 8/12 pitch or greater where practical. Any design of less pitch for area, such as porch roofs, must be approved in writing in the sole discretion of DEVELOPER.
12. **Animals and Alcohol.** No sheep, goats, swine, horses, cattle, burros, fowl or any like animals shall be permitted to be kept or to remain on any of the Lots in the Subdivision, or to roam at large on any of the streets or ways in or bordering the same. There shall be no commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said Subdivision.
13. **Zoning.** Regardless of whether it is expressly stated in any deed conveying any one or more of the Subdivision Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.
14. **Unsightly Conditions.** All of the Subdivision Lots 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). In the event that an owner of a Lot fails of his volition to maintain his Lot in a neat and orderly condition, DEVELOPER, or its duly appointed agent, may enter upon the Lot without liability and proceed to put the Lot into an orderly condition, billing to owner two times the cost of such work.
15. **Outbuildings.** Outbuildings and other quarters may be constructed provided their construction and appearance is architecturally and structurally similar to the front



elevation of the main Residence and similar materials are used. No prefabricated storage buildings may be used. Before any construction is commenced on any such structure, plans and specifications shall be submitted for approval to DEVELOPER and written approval obtained. No such structures, other than the main Residence, shall be included in complying with the minimum square footage requirements set forth above.

16. **Fences.** Fences must be erected starting at the rear elevation of the Residence. Fences must be at least four (4) feet and no more than eight (8) feet in height. Fences must be constructed of a material that is comparable and aesthetically compatible with the material used in the construction of the house. Fences of cedar, treated pine, ornamental iron and brick, vinyl, brick or mountain stone shall be preferred. Any wooden fences must have the finished boards oriented toward the outside of the Lot and away from the Residence, and the lateral structural boards oriented toward the Residence so as not to be visible from other Lots. No chain link fences shall be permitted. Fences on corner Lots may not be located any closer to any side street than the side of the Residence. The plans and location for all fences must be submitted to DEVELOPER for written approval prior to construction. No construction of a fence may commence without the prior written approval of DEVELOPER. DEVELOPER will specifically avoid fences on adjoining Lots that are constructed in a manner that will leave any area between the sides of the fences. Such small passageways between fences on adjoining Lots will be avoided.
17. **Waiver of Restrictions.** DEVELOPER shall be allowed to waive any of these restrictions set forth herein, provided that any such waiver results in a change which is consistent with the architectural and environmental concerns set forth in this document, as interpreted and determined in the sole discretion of DEVELOPER. Any such waiver shall be in writing and the decision to grant or deny any requested waiver shall be final.
18. **Gas Lamps.** All Lots shall have a gas street lamp installed and each Owner shall be responsible for its maintenance and gas. The design of all gas lamps shall be consistent and must be submitted to DEVELOPER for approval prior to installation.
19. **Yards and Landscaping.** All Lots shall have a sodded front yard and a landscaping plan that is acceptable for the standards of the Subdivision. The remainder of the yard must be seeded and strawed if not sodded. At the time that plans and specifications for the main Residence and other structures is submitted to DEVELOPER, a landscaping plan shall be submitted to DEVELOPER which shall show the location, size and type of all sod, plants, bushes and other landscaping items that shall be installed with the house. DEVELOPER shall, in its sole discretion, determine whether the plan meets the standards to be maintained for the Subdivision and shall either approve or deny the landscaping plan, in writing. No construction of any kind shall commence until such plan has been approved in writing by DEVELOPER.
20. **Additional Lands.** Additional lands may become subject to, but not limited to, these Restrictive Covenants. The DEVELOPER, its successors and/or assigns shall have the right to bring within plan and operation of these Restrictive Covenants additional properties in future stages of the development beyond those described in Plat Book 75, Page 94, Register's Office of Hamilton County, Tennessee. The addition may increase or decrease the minimum square foot requirements for a Residence and contain such other complementary additions and/or modifications of these Restrictive Covenants

contained in these Covenants as may be necessary or convenient, in the sole discretion of the DEVELOPER, to reflect the different character, if any, of the added properties and as are not inconsistent with these Covenants, but such modifications will have no effect on these Lots. DEVELOPER also may assign or a successor may be implemented in the sole discretion of DEVELOPER to enforce these Restrictive Covenants.

21. **Entrance Signs.** The DEVELOPER has installed two entrance signs to the development. These signs shall be common properties when the DEVELOPER conveys the sign to a homeowners' association if one is formed at which time the homeowners' association shall become responsible for the operation, maintenance, repair and replacement of the signs.
  22. **Tanks and Garbage Receptacles.** No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a Residence, within a screened area or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be visible from adjoining Lots, Residences or from any street. Propane hookups are prohibited unless approved in writing by DEVELOPER. Gas must be utilized for heat unless otherwise approved by DEVELOPER.
  23. **Antennas or Satellite Dishes.** Television antenna, dish, satellite receiver, radio receiver or sender or other similar device shall be on the rear of the Residence and not visible from the front of the Residence.
  24. **Swimming Pools.** No aboveground swimming pools will be permitted. All pools shall be in-ground and shall be fenced. Design, placement and construction details shall be submitted to DEVELOPER for approval and must comply with all appropriate governmental authorities.
  25. **Remedies on Default.** Each owner shall comply with the provisions of these Restrictive Covenants as they presently exist or as they may be amended from time to time, and each owner shall be responsible for the actions of his or her family members, servants, guests, occupants, invitees or agents. Failure to comply with these Restrictive Covenants promulgated by the DEVELOPER shall constitute a default and shall entitle DEVELOPER or an aggrieved owner to seek relief against a breaching owner which may include, without limitation in action to recover sums due for damages, injunctive relief, and which relief may be sought by the DEVELOPER or by an aggrieved owner. DEVELOPER shall have the power to impose reasonable fines which shall constitute an automatic continuing lien upon a Lot of the violating owner. Prior to imposition of any sanction hereunder for any reason, the DEVELOPER or the aggrieved owner will send the accused ten (10) days' written notice. In any proceeding arising because of an alleged default by owner, DEVELOPER shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be allowed. DEVELOPER may choose, at its option, not to enforce any provision or any Covenants contained herein. However, this shall not constitute a waiver of any breach of the Covenants nor shall the same constitute a waiver to enforce such Covenants in the future.
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26. **Severability.** Should any Covenant or Restriction herein contained become void, invalid, illegal or unenforceable, for any reason by the adjudication of any court or other tribunal having jurisdiction of the parties hereto and the subject matter hereof, such



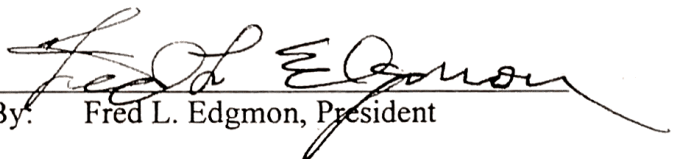
judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

27. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of these Covenants or any provision hereof.
28. **Controlling Laws.** This declaration is made in the State of Tennessee, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of the State of Tennessee.
29. **Effective Date.** This declaration shall become effective upon its recording in the records of the Register's Office of Hamilton County, Tennessee.

It is expressly stipulated that the covenants and conditions set forth in this instrument apply solely to the herein listed Lots, and are in no manner whatsoever intended to apply to any other Lots, tracts, or parcels of land in the area or vicinity owned by DEVELOPER, its successors or assigns, Fred L. Edgmon or his successors or assigns unless amended to so state in the future.

Each and every one of the aforesaid Restrictive Covenants shall attach to and run with each and every of the said Lots of land and all titles to, and estates therein, shall be binding upon each and every owner and occupant of the same for thirty (30) years and shall be extended automatically to apply to each of said Lots for successive periods of ten (10) years unless by action of a minimum of eighty percent (80%) of the then owners of the Lots, it is agreed to change said covenants in whole or in part provided further that this instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee. Neither the undersigned nor any party or parties claiming under them shall convey, devise or demise any of said Lots or any part of the same except as being subject to the said covenants, conditions and restrictions, and the obligation to observe and perform the same. The said covenants, conditions and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be thereon. Provided, that in the event of violation of setback lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by DEVELOPER, its successors or assigns as long as such meets any governmental requirements.

FRED L. EDGMON, INC.

  
By: Fred L. Edgmon, President

STATE OF TENNESSEE  
COUNTY OF HAMILTON

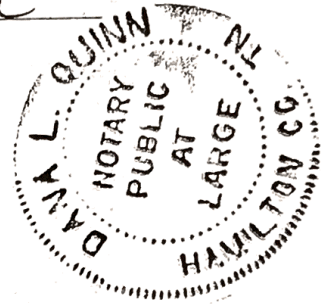
Before me, the undersigned, a notary public within and for said county and state at Chattanooga, Tennessee, duly commissioned and qualified, personally appeared Fred L. Edgmon, with whom I am personally acquainted, and who, upon his oath, acknowledged himself to be the President of Fred L. Edgmon, Inc., the within named bargainer, and he as such President, being duly authorized to so 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, Tennessee, this 26<sup>th</sup> day of May, 2004.

Dana L. Quinn  
Notary Public

My Commission Expires:

4/11/05





## Exhibit A

The following real property located in Hamilton County, Tennessee:

Land lying and being in Sections 10 and 11, Township 1 South, Range 2 West of the Basis Line, Ocoee District in Hamilton County, Tennessee and being more fully described as follows:

Beginning at a point on the western line of Bentwood Cove Drive (60' wide at this location), said point being the northernmost corner of Lot 28, Bentwood Cove, Phase I found of record in Plat Book 69, Page 27 in the Register's Office of Hamilton County, Tennessee; run thence S63°38'05"W along the northern lines of Lots 28, 27, 26, 25, 24 and 23 in the aforesaid Bentwood Cove, Phase I subdivision 559.59'; thence along an eastern, northern and western line of the property conveyed to Samuel K. and Porter W. Johnston by deed found of record in Book 4123, Page 539 in the aforesaid Register's Office the following courses and dimensions: N24°23'56"E, 77.62'; N64°36'33"W, 183.05'; S24°53'01"W, 55.0' all to the northeasternmost corner of the property conveyed to Leonard R. Thomas by deed found of record in Book 2038, Page 394; thence N65°28'50"W along the northeastern line of the aforesaid Thomas property 484.66'; thence along a series of new severance lines within the tract of property conveyed to Fred L. Edgmon and found of record in Deed Book 2963, Page 814 the following courses and dimensions: N59°39'20"E, 325.63'; N00°54'14"E, 96.39'; N59°39'20"E, 350.00'; N37°59'00"E, 137.20'; N58°18'51"E, 109.71' S40°05'52"E, 178.72'; S33°50'18"E, 96.28'; N48°55'28"E, 168.51'; N67°41'52"E, 104.36'; N04°20'40"W, 91.18'; S73°26'11"E, 36.20'; along a curve to the left: Radius = 95.00'; Length = 46.93'; Chord = S87°35'18"E, 46.45'; along a curve to the right: Radius = 25.00'; Length = 41.16'; Chord = S54°34'11"E, 36.67'; N82°59'44"E, 50.00'; along a curve to the right: Radius = 25.00'; Length = 39.27'; Chord = N37°36'04"E, 35.36'; N82°36'04"E, 27.22'; along a curve to the left: Radius = 220.00'; Length = 47.92'; Chord = N76°21'37"E, 47.83'; S20°23'37"E, 112.21'; N79°38'00"E, 132.21'; S88°09'21"E, 72.86'; all to the westernmost point of an unnamed cemetery; thence S65°44'36"E along the southern line of said cemetery 102.39' to a western line of Lot 1, Mountain Oaks found of record in Plat Book 60, Page 189 in the aforesaid Register's Office; thence S48°43'04"E along said Lot 1, 124.02'; thence S41°16'56"W continuing along said Lot 1, 618.41' to a point in the center of a drain, said point also being on the northeastern line of Lot 33 in the aforesaid Bentwood Cove subdivision; thence N56°25'24"W with said center of drain and along the northeastern lines of Lots 33, 32 and 31 of said Bentwood Cove 229.77'; thence N50°58'48"W along the northeastern line of said Lot 31 and continuing with the said center of ditch 136.17' to the northernmost corner of said Lot 31; thence S35°55'45"W along the northwestern line of said lot, 149.04' to a point in the eastern line of the aforementioned Bentwood Cove Drive; thence S27°20'06"E, 129.56' to the point of beginning containing approximately 19 acres.

Description prepared by C. Barton Crattie, Tennessee L.S. 2719 from the Final Plat of Bentwood Cove, Phase II, not yet placed of record.

SUBJECT TO taxes for the year 2004 and subsequent years and any taxes or special assessments which are not shown as existing liens by the public records, including any increase in assessment resulting from improvements constructed on the insured premises.

SUBJECT to any governmental zoning and subdivision ordinances or regulations in effect thereon.

SUBJECT to a TVA Transmission line easement conveyed to the USA (TVA) by instrument recorded in Book 1241, Page 1, Register's Office, Hamilton County, Tennessee.

Grantor and Grantee acknowledge that this Deed was prepared from information furnished by them. No title examination has been made and neither Allison E. Bickerstaff nor Husch & Eppenberger, LLC, shall have any liability for the status of title to the property or for the accuracy of such information.

This instrument and the interest hereby released and quitclaimed are subject to such limitations, restrictions and encumbrances as may affect the premises.

For prior title reference, see Deed recorded in Book 7127, Page 542, Register's Office of Hamilton County, Tennessee.