

RESTRICTIVE COVENANTS FOR BELLEAU WOODS SUBDIVISION

(Proposed updates in YELLOW, and deletions in RED strikethrough)

Each and every conveyance of any one of the Subdivision lots shall be subject to conditions, reservations, covenants WHEREAS, the undersigned, BELLEAU WOODS HOMEOWNERS ASSOCIATION, a Tennessee 501(c)(4) non-profit organization (Hereinafter referred to as "BELLEAU WOODS HOA") which was deeded rights to all lots developed by STRUCTURAL DEVELOPMENT, LLC on April 22nd, 2019.

[SEE ATTACHED Transfer of Enforcement Authority DOCUMENT]

WHEREAS, it is the plan of Belleau Woods HOA to restrict Lots 1-263 of the Subdivision, as well as all lots subsequently platted in the Subdivision, to residential purposes;

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owner, as well as the future owners of Lots 1 - 263, inclusive, of the Subdivision, this declaration and agreement is made:

Each and every conveyance of any one of the Subdivision lots shall be subject to conditions, reservations, covenants and agreements which shall ran with the land, as follows:

(a) All of the Subdivision lots shall be, and shall be known and described as, single family residential lots. Except as provided in this document, no structure shall be erected, altered, placed or permitted to remain on any of the Subdivision lots other than one (1) single family dwelling and attached garage. Detached garages may be allowed by Belleau Woods HOA provided that the structure is constructed in a manner similar to the main house and the house is designed to have a detached garage. Before any detached garage is constructed, the plans for the house and the garage must be submitted to Belleau Woods HOA for approval, which shall be given or denied in writing. The decision to approve or deny permission for a detached garage shall be in the sole discretion of Belleau Woods HOA based upon whether the structure and its location will be consistent with the architectural standards of the Subdivision.

(b) No lot shall be used as a street or easement for access to any adjacent property without submitting for approval in writing to Belleau Woods HOA and procuring its written approval. Belleau Woods HOA 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.

(c) 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. In addition, no lot shall be used for business purposes, or for the use or storage of trucks or other equipment without express written permission of the Belleau Woods HOA.

(d) No residence shall be located on any one of the Subdivision lots nearer than twenty-five (25) feet to the front line or 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 Belleau Woods HOA if it, in its sole discretion, determines that any such waiver shall be in the best interests of the Subdivision.

(e) 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 neighborhood. In particular, boats, 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 park a boat, tractor trailer, motor home, inoperative or abandoned automobiles, and/or camping trailers 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.

(f) No part of any lot shall be used for residential purposes until after a completed dwelling house, conforming fully to the provisions of this instrument, 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 Belleau Woods HOA, 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.

(g) Any structure being erected on a lot shall be completed within twelve (12) months from the date of closing on the purchase of the lot.

(h) No house shall be erected or permitted to remain in the Subdivision unless it has the number of square feet of enclosed, heated living area, exclusive of open or screened porches, garages or basements, set forth in this paragraph:

(1) As to single level houses, without a basement, a minimum of 1800 square feet; if a two level building a minimum of 800 square feet must be on the first floor, and a minimum of 1800 square feet in the house.

(2) As to split-level, and split-foyer houses, a minimum of 1,800 square feet. Belleau Woods HOA will consider split-level and split foyer plans that are presented to it, but shall closely examine them to determine if they will fit into the architectural standards for the Subdivision.

(i) All houses 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 houses shall have a concrete sidewalk of the same width as the sidewalks on the lots to either side (or in a width

determined to be suitable by Belleau Woods HOA where no adjoining sidewalks have been constructed) and in the same position relative to the curb of the street. All houses shall have a concrete, pea gravel, brick paver or patterned (stamped) concrete driveway. All houses shall have a mailbox constructed of cast aluminum, or similar material, in a design acceptable to Belleau Woods HOA. Plans for the design of all mailboxes shall be submitted to Belleau Woods HOA and shall not be installed or constructed until written approval of the design is given by Belleau Woods HOA. The decision to approve or deny permission for a particular design shall be in the sole discretion of Belleau Woods HOA.

(j) It shall be permissible for Belleau Woods HOA 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.

(k) The fronts of all dwelling houses shall be constructed using brick veneer, stone veneer, synthetic stucco ("sto" or equivalent) or fiber-cement hardboard siding or its equivalent. No asbestos siding, masonite siding or vinyl siding shall be used on the front of a dwelling house on any lot, with the exception that siding may be used for soffits, chimney chases, dormer windows and other areas that are deemed by Belleau Woods HOA 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. The sole exception shall be for concrete block on the back of dwelling structures, which may be covered with stucco. All exterior materials shall be approved in writing by Belleau Woods HOA prior to construction. The decision to approve or deny material choices shall be in the sole discretion of Belleau Woods HOA, its successors or assigns.

(l) Before any construction of any dwelling house and all other structures is commenced or carried on plans and specifications for the structures shall be submitted for approval to Belleau Woods HOA and written approval thereof procured. It is the intent of Belleau Woods HOA to maintain a traditional design with consistent front facade, roof pitch, and exterior design. The decision to approve or deny approval for house plans shall be within the sole discretion of Belleau Woods HOA, its successors or assigns. Belleau Woods HOA, or its successor or assign, 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 structures that shall be built in the subdivision. It is further provided that in the event of the completion of any structure on any lot without any proceedings having been instituted in the Courts of Hamilton County, Tennessee to enjoin the construction thereof, such structure shall be conclusively presumed to have had such approval.

(m) 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.

(n) 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.

(o) 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 own volition to maintain his lot in a neat and orderly condition, Belleau Woods HOA, or its duly appointed agent, may enter upon the lot without liability and proceed to put the lot into an orderly condition, billing the cost of such work to the owner.

(p) Outbuildings, and other quarters may be constructed provided their construction and appearance is architecturally and structurally similar to the front elevation of the main dwelling house and similar materials are used. Before any construction is commenced on any such structure, plans and specifications shall be submitted for approval to Belleau Woods HOA and written approval obtained. No such structures, other than the main dwelling house, shall be included in complying with the minimum square footage requirements set forth above.

(q) No fence may be erected forward of the midpoint of the side line of the dwelling house. Fences must be at least six (6) 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, ornamental iron and brick, brick or mountain stone shall be preferred. Fences constructed of white vinyl may be built provided that Belleau Woods HOA determines that the location and design of such fence shall in no way detract from the architectural standard for the Subdivision. Any wooden fences must have the finished boards oriented toward the outside of the lot and away from the house, and the lateral structural boards oriented toward the house 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 dwelling house. The plans and location for all fences must be submitted to Belleau Woods HOA for written approval prior to construction. No construction of a fence may commence without the prior written approval of Belleau Woods HOA. Belleau Woods HOA 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.

(r) Belleau Woods HOA shall be allowed to waive any of the 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 Belleau Woods HOA. Any such waiver shall be in writing and the decision by to grant or deny any requested waiver shall be final.

(s) All lots shall have a gas or electric lamp installed and illuminated no further than ten (10') feet from the mailbox for the dwelling house. The design of all gas or electric lamps shall be consistent and must be submitted to Belleau Woods HOA for approval prior to installation.

(t) All lots shall have a sodded front yard and a landscaping plan that is acceptable for the standards of the Subdivision. At the time that plans and specifications for the main dwelling house and other structures are submitted to Belleau Woods HOA, a landscaping plan shall be submitted to Belleau Woods HOA which shall show the location, size and type of all sod, plants, bushes and other landscaping items that shall be installed with the house. Belleau Woods HOA 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 Belleau Woods HOA.

If for any reason any one or more of the foregoing protective covenants and restrictions is construed by judgment or decree of any Court of record to be invalid, such judgment or decree shall not affect any of the other provisions, which shall remain in full force and effect, the owner hereby declaring that said restrictions are not interdependent but are severable, any one would have been adopted even without the others.

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 controlled or owned by Belleau Woods HOA.

Each and every one of the aforesaid covenants, conditions and restrictions 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 until January 1, 2030, 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 per cent (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 or win convey, devise or demise any or either of said lots or any part of 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. Providing, 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 Belleau Woods HOA, its successors or assigns. If the undersigned or any party or parties owning any of the lots shall violate or attempt to violate any of the covenants or restrictions herein provided before January 1, 2030, or within the extended time as herein before provided, it shall be lawful for Belleau Woods HOA, its successors or

assigns, or any person or persons owning any lot or lots in the 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 either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorneys fees.

Belleau Woods HOA, a Tennessee non-profit 501(c)(4) organization

Prepared by
Spicer Rudstrom PLLC
537 Market St Ste 203
Chattanooga TN 37402



Book/Page: **GI 11618 / 521**
Instrument: 2019042200174
4 Page ASSIGNMENT
Recorded by DLS on 4/22/2019 at 10:29 AM
MISC RECORDING FEE 20.00
DATA PROCESSING FEE 2.00

TRANSFER OF ENFORCEMENT AUTHORITY

WHEREAS, Structural Development, LLC, formerly a Tennessee limited liability company, was the developer of Lots 1-80 of Belleau Woods Subdivision, as shown on the final plan for Lots 1-80 of Belleau Woods Subdivision by plat of record in Plat Book 60, Page 169 in the Register's Office of Hamilton County, Tennessee;

WHEREAS, Structural Development, LLC, filed Restrictive Covenants for Belleau Woods Subdivision on October 29, 1999 in Deed Book 5473, Page 310 in the Register's Office of Hamilton County, Tennessee;

WHEREAS, Structural Development, G.P. is a Tennessee general partnership and the successor to Structural Development, LLC;

WHEREAS, Structural Development, G.P., as the successor to Structural Development, LLC, and as the owner of Lots 161-180 of Unit Three of Belleau Woods Subdivision did charge and impose upon such lots the Covenants and Restrictions recorded in Deed Book 5473, Page 310 in the Register's Office of Hamilton County, Tennessee pursuant to the document titled Belleau Woods Subdivision Unit Three Restrictive Covenants, recorded in Deed Book 6310, Page 401 in the Register's Office of Hamilton County, Tennessee;

WHEREAS, Structural Development, G.P., as the successor to Structural Development, LLC, and Fatherson Partnership, a Tennessee General Partnership, owner of Lots 216-263 of Belleau Woods Subdivision, agreed that the Covenants and Restrictions recorded in Deed Book 5473, Page 310 in the Register's Office of Hamilton County, Tennessee were to be imposed and charged to Lots 216-263 of Unit Five of Belleau Woods Subdivision pursuant to the document titled Belleau Woods Subdivision Unit Five Restrictive Covenants recorded in Deed Book 6860, Page 515 in the Register's Office of Hamilton County, Tennessee, thereafter amended by the document recorded in Deed Book 6875, Page 932 in the Register's Office of Hamilton County, Tennessee;

WHEREAS, Structural Development, G.P. filed an Amendment and Waiver to Restrictive Covenants for Belleau Woods Subdivision Lot One (1) pursuant to the document recorded in Deed Book 9352, Page 129 in the Register's Office of Hamilton County, Tennessee;

WHEREAS, there have been no further changes, amendments, or modifications to the Covenants and Restrictions;

WHEREAS, Belleau Woods Homeowners Association, a Tennessee non-profit, domestic corporation, was formed on April 19, 2017;

WHEREAS, Structural Development, G.P., as the successor to Structural Development, LLC, and Fatherson Partnership, a Tennessee General Partnership, wish to convey and transfer all enforcement rights for all of the Restrictive Covenants for Belleau Woods Subdivision to Belleau

BELLEAU WOODS HOMEOWNERS ASSN
8688 BELLEAU WOODS DR
CHATT TN, 37421

CC

See POA recorded in Book 11582 Page 899
attached as Exhibit A

Mail to:
Belleau Woods Homeowners Assn
8688 Belleau Woods Dr
Chattanooga TN 37421

TOTAL FEES \$22.00
State of Tennessee Hamilton County
Register of Deeds **MARC GRAVITT**

Woods Homeowners Association based on all lots within Belleau Woods Subdivision owned having been sold by Structural Development, G.P., as the successor to Structural Development, LLC, and Fatherson Partnership, a Tennessee General Partnership;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby specifically acknowledged, Structural Development, G.P., as the successor to Structural Development, LLC, and Fatherson Partnership, a Tennessee General Partnership, do hereby and through their duty authorized agents as indicated by their signatures below hereby convey and transfer any and all enforcement authority for any and all of the Restrictive Covenants for Belleau Wood Subdivision as more fully set forth above to Belleau Woods Homeowners Association effective as of the date of the execution of this document.

Further, Structural Development, G.P. and Fatherson Partnership release any and all rights they have to enforce, modify, amend, or otherwise affect the Restrictive Covenants for Belleau Woods Subdivision or any of the lots and/or property located in Belleau Woods Subdivision.

This 22nd day of April 2019.

STRUCTURAL DEVELOPMENT, G.P.,

A Tennessee general partnership

By: Jay W. Bell by Kent Hannah, POA
Jay W. Bell, General Partner

STATE OF TENNESSEE

COUNTY OF HAMILTON

Personally, appeared before me, Kent Hannah, Power of Attorney for Jay W. Bell, with whom I am personally acquainted (or proven to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 22nd day of April 2019.

Madison Belew

NOTARY PUBLIC

My commission expires: 3-28-22

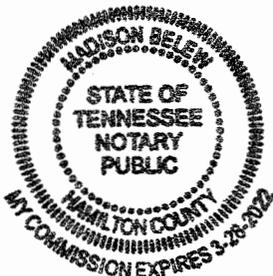


Exhibit A

Book/Page: **GI 11582 / 899**

Instrument: 2019030800154

1 Page POWER OF ATTY

Recorded by KML on 3/9/2019 at 1:05 PM

MISC RECORDING FEE 10.00
DATA PROCESSING FEE 2.00

POWER OF ATTORNEY

The undersigned, Jay W. Bell, does hereby appoint Kent Hannah as my attorney-in-fact to conduct business affairs for me.

TOTAL FEES \$12.00

State of Tennessee Hamilton County Register of Deeds **MARC GRAVITT**

RETURN TO JUDGES TITLE

My attorney-in-fact shall have the right to execute business documents and agreements and to conduct business transactions for me individually, in my capacity as a member of Tidewater Properties, LLC, a Tennessee limited liability company, and Bell Homebuilders, LLC, a Tennessee limited liability company and in my capacity as a general partner of Fatherson Partnership, II, a Tennessee general partnership.

My attorney-in-fact can also pay bills for me and is authorized to sign checks for me.

This power of attorney shall be in full force and effect until revoked by me by an instrument recorded in the Register's Office of Hamilton County, Tennessee, and shall not be terminated in the event of my subsequent mental or physical debility, disability or incapability.

This power of attorney shall be effective immediately and shall remain in effect until December 31, 2019.

Date: 2/27/2019

Jay W. Bell
Jay W. Bell

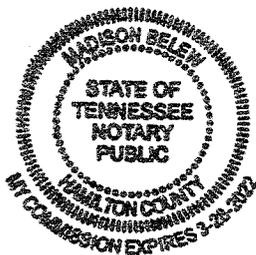
STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, Jay W. Bell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 27th day of February, 2019.

Madison Belen
NOTARY PUBLIC
My commission expires: 3-28-22

Prepared by: Jay W. Bell
PO Box 4201
Chattanooga Tn 37405



02-7758



FATHERSON PARTNERSHIP,
A Tennessee general partnership

By: Jay W. Bell by Kent Hannah, POA
Jay W. Bell, General Partner

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally, appeared before me, Kent Hannah, Power of Attorney for Jay W. Bell, with whom I am personally acquainted (or proven to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this Tuesday of April 2019.

Madison Belew

NOTARY PUBLIC

My commission expires: 3-28-22

