

Restrictions

Maple Hill Farm

(East)

If the hereindescribed land or any portion thereof is subdivided, resubdivided or developed, then any such subdivision or development will be made subject to the following restrictions and covenants. Likewise, if any portion of the hereindescribed land is sold off in one or more than one parcel or in one or more conveyances, then all such off conveyances shall be made subject to the herein restrictions and covenants. The intent of the parties is that the grantor, their heirs and assigned, be protected against building, construction or development inconsistent with or below the standards set forth in the following covenants and restrictions. **Notwithstanding the preceding**, tracts conveyed by grantor or its successors or assigns containing over ten (10) acres, may continue to be used for agricultural, farming and forestry purposes consistent with current practices and uses, such as horses, cattle, pasture, hay and row crops, but shall remain subject to the restrictions and covenants as outlined below. Further, such tracts containing over 10 acres that are not shown as a numbered lot on a platted subdivision shall be exempt from paragraph "9" below. No hogs or poultry shall be permitted and no agricultural practices that would create excessive odor or other continuing nuisance shall be permitted under any circumstance.

"Development" as used herein means the construction or building of any houses or structures used for residential purposes.

The minimum standards for restrictions and covenants for all buildings, subdivisions or developments are:

1. All lots or tracts upon the property shall be used for **single family residential purposes only**. There shall be no business of any kind located upon any lot or tract or any other portion of the property, nor shall any business of any kind be operated out of any home.

2. No structure shall be erected or maintained on any lot or tract, other than a **detached single family dwelling not to exceed 2 1/2 stories in height**, and no more than one primary residence shall be permitted upon any one lot or tract within the property. **An outbuilding may be erected or located to the rear of the main dwelling as long as such outbuilding is not in front of any other home in the subdivision**. All buildings, including outbuildings, shall be at least ten (10) feet from adjacent property lines. **Each dwelling shall have an attached garage which shall be attached to the main dwelling itself. One residential apartment or mother-in-law quarters shall be permitted as a part of the primary dwelling**. As a condition for providing approval such mother-in-law quarters, the entrance to such apartment must face the rear or side of the house, and not be visible from the front street; and must be constructed so as to be consistent with the overall structure. No more than one such accessory living unit shall be permitted. **Parking must be provided so that any vehicles used by the occupant will be parked so as not to be readily visible from the street in front of the residence**.

3. **There shall be chain link fencing only in small areas**, such as dog lots, tennis courts and other such areas as are determined by grantee or the developer of the subdivision to be appropriate for that type of fencing. All other fencing shall be of such type as may be determined by grantee or the developer of the subdivision to be reasonable and appropriate for particular applications. All fencing shall be kept in good condition at all times. Fences shall be permitted only on the perimeter of a lot or tract, around tennis courts, swimming pools, for dog lots, for livestock corrals and cross-fencing (limit of one cross-fence per parcel). Nothing in this provision regarding fences shall be deemed by implication to waive or reduce any restrictions otherwise herein stated with respect to the control of animals on the property,

4. The minimum square footage of living area of each single level dwelling, exclusive of basements, porches, breezeways, terraces, garages, carports, etc, shall be 1800 square feet. For any 1 1/2 or 2 story dwellings, the minimum square footage of living area of said 1 1/2 or 2 story dwellings, exclusive of basements, porches, breezeways, terraces, garages, carports, etc. shall be a minimum total of 2200 square feet of heated living space, with a minimum of 1,500 square feet of heated living space on the ground floor. In calculating minimum square footages, the area located in any separate living space intended for use as an included apartment or mother-in-law quarters shall not be included in the calculation of the minimum required living space for the primary dwelling. **Any dwelling located within the property shall have a two-car attached garage**. Garages with openings concealed from the street shall be preferred, subject to reasonable variations approved by the developer of any subdivision on the property.

5. The only permitted signs which may be displayed to the public view on any lot within the property shall be three signs of not more than five square feet advertising the property for sale or rent, or signs used by a builder or subdivision developer to advertise the property during development or construction. One additional sign may be used during the construction period to post required notices and permits such as building permits or soil disturbance permits. Such sign for officially required notices shall be promptly removed once the work is completed and the notice is no longer mandated by statute or regulation. The subdivision developer may have temporary signs (for each subdivision or subdivision phase) during the course of development to advertise the development and/or financing of the property. Further, the subdivision developer may erect high-quality permanent subdivision signs stating the name of the subdivision.

6. No oil drilling, oil development operation, refining, coring, or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, gas wells, or similar works be permitted upon any lot. There shall be no storage tanks, either above or below ground, on any portion of the property.

7. No above ground swimming pools shall be permitted. All pools shall be constructed in ground, so that the only exposed surface is the top, and all pools must be located to the rear of the house, and suitably fenced to blend with the house. All swimming pools shall be securely fenced.

8. No mobile homes, manufactured homes, double wides, house trailers, tents, shacks, campers, or buildings of any kind of a temporary character shall be erected or moved onto any lot or tract within said development. Specifically prohibited is the partial construction, such as a basement of a house and occupancy prior to the full completion of said house. Such structure shall be considered temporary and prohibited. **All homes shall be custom, site built homes**.

9. Except as otherwise set out herein, no animal, livestock or poultry of any kind, or swine 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. However, on tracts containing five acres or more, a maximum of two horses may be kept. Tracts larger than ten acres may keep four horses, plus one additional horse for each two acres. There shall be no vicious or dangerous animals of any type permitted. Homeowners shall take appropriate measures to keep their animals reasonably confined, or under their immediate control, and shall not permit their pets to roam about the property or the neighborhood at will. There shall be no cows, goats, sheep, or pigs permitted to be kept on the property.

10. No motor home, boat, boat trailer, **travel trailer**, camping trailer, or other similar trailer vehicles, whether motorized or not, shall be parked for longer than three (3) consecutive days in any driveway in front of a structure or in the front yard of, or to the side of, any dwelling. The trailer or vehicle may be stored in a garage, basement or to the rear of any residence so as to be out to the normal view from any street within or adjoining the property.

11. The covenants herein shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from and after the date of this instrument.

12. There shall be no hunting or trapping of any type on the property. There shall be a prohibition against all discharge of firearms of any type, included in the prohibition shall be the discharge of rifle, shotgun, handgun, muzzle loader, or similar firearm. No target or skeet shooting of firearms in the subdivision shall be permitted.

13. Grantee or the developer of any subdivision on the property shall have the reasonable right to interpret the restrictions upon the development of the property and to make minor exceptions or variances within the development which do not violate the spirit of the foregoing restrictions and which do not detract from the high-quality nature of the proposed subdivision development or developments that is intended to be preserved by these restrictions. Grantee or such developer shall not, however, substantially deviate from the substantive provisions of the restrictions in such a way as to invalidate or dilute the effect of any restriction. Such rights may in the ordinary course be delegated to any homeowners association established in accordance with normal subdivision development practices prevailing in Bradley County, Tennessee or any architectural committee thereof. It is further provided that these restrictions are not exclusive, and grantee, the developer of any subdivision on the property and any homeowners association, if such rights are delegated to such association by the grantee or the developer, may establish more restrictive provisions relating to the property. In the event of any conflict between the restrictions herein set forth, restrictions imposed by grantee, the subdivision developer, the homeowners association or any governmental or regulatory authority having jurisdiction over the property, the more restrictive of the applicable provisions shall be deemed to apply.

14. These restrictions and reservations are made for the benefit of grantors, their heirs, personal representatives, successors, and assigns, including without limitation any successors in interest with respect to property retained by grantors, or any of them, which are a part of Bradley County Tax Map and Parcel Number 086-021.00, and also any and all persons who now may own, or who may hereafter own, any portion of the property herein conveyed, and such persons are specifically given the right to enforce these restrictions and reservations. 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 of the aforesaid property owners, including the subdivision developer or any homeowners association or any 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 proceedings and shall also be liable for such other and additional damage as may be sustained by any party having the right to enforce such restrictions. The remedies provided in this paragraph shall not be exclusive, but shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said restrictions."