

Prepared by Robert W. Varnell, Jr.,
Attorney, Cleveland, Tennessee b

RESTRICTIONS) PART A. PREAMBLE. WHEREAS, Foremost Builders,
STEPHENS PLACE) Inc., and Robert W. Varnell, Jr., own certain
SUBDIVISION) lands in the Second Ward of the City of Cleveland,
and recorded in Plat Book 6, page 84, Register's Office, Bradley County,
Tennessee, and) Bradley County, Tennessee, a part of which is
described as STEPHENS PLACE, as shown by Plat of
Cleveland Surveying Company dated 18 October 1991,

WHEREAS, it is part of the development plan of said land that the same shall be restricted according to use and development, and

NOW, THEREFORE, in consideration of the premises, and for the protection of the present and future owners of lots in said Subdivision, the following special covenants and restrictive conditions, which are hereby made covenants to run with the land whether or not they be mentioned or referred to in subsequent conveyances of said lots or portions thereof, and all conveyances shall be accepted subject to said covenants and conditions.

PART B. AREA OF APPLICATION.

B - 1. LAND USE AND BUILDING TYPE. No lot shall be used for any purpose other than residential. No building shall be erected, altered, placed or permitted to remain on any lot other than a single, two-family, or three-family dwelling not to exceed two (2) stories in height, above ground.

There shall be no dwellings or buildings erected of a geodesic dome designs or of any extremely unusual designs. There shall be no artificial or man-made stone materials used. There shall be no tin roofs. All foundations shall be of brick or mountain stone. There shall be no metal, wire, or chain link fencing in front of dwellings (either along the side or front boundaries), and all fences to the rear of the dwelling shall be of new materials and kept in good condition at all times.

B - 2. BUILDING LOCATION. The physical location of all buildings upon any lot shall be as specified upon the recorded Plat of said Subdivision.

B - 3. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereof which may become an annoyance to the neighborhood. Dismantled or partially dismantled automobiles or burned buildings not repaired or removed within sixty (60) days shall be considered a nuisance per se.

B - 4. TEMPORARY STRUCTURES. No structure of a temporary character of any type, including trailers, mobile homes, basements, tents, shacks, garages, barns, shall be used on any lot at any time either temporarily or permanently.

B - 5. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats or other household pets may be kept, providing that they are not kept, bred or maintained for commercial purposes.

B - 6. SEPTIC SYSTEMS. All septic systems shall be attached to the public sewer system and/or shall be approved by the Bradley County Health Department.

B - 7. DRAINAGE AND UTILITY EASEMENTS. An easement is reserved over the outer five (5) feet of all interior lot lines as shown on the recorded Plat, or as may be extended by joining one or more lots or portions of lots, which then shall become a "lot" for this purpose. Said easement shall be for drainage and utility installation and maintenance, and further a ten (10) foot easement for the same purpose is reserved over all lot lines that abut the exterior of the Subdivision line; and an easement over the front fifteen (15) feet of each lot is reserved for utility installation and maintenance.

B - 8. EASEMENTS. All easements reserved are reserved and dedicated to the use of the owners or holders of lots for water, gas, sewer, electricity or other utilities, and for other appropriate and legitimate purposes to the full extent that their usage does not interfere with the rights of the owners or holders of any other abutting lots.

B - 9. DRIVEWAYS DURING CONSTRUCTION. Before any construction is begun, the pipe underneath the driveway shall be in place and a temporary driveway with at least stone thereon shall be installed and said drive shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road. After construction is complete, the driveways shall be of all weather construction with proper crowning and drainage and shall be paved within six (6) months after initial occupancy of the dwelling.

B - 10. SUBDIVISION OF LOTS OR TRACTS. No lot or tract may be subdivided. 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. No lot or tract shall be divided for the purpose of creating a new or separate lot for building purposes; each division shall be for the purpose of adding to an adjacent tract of land.

B - 11. DWELLING SIZE. The minimum square footage of living area on the ground floor, exclusive of basements, porches, breezeways, terraces, garages, carports, etc., shall be 1300 square feet for single family dwellings, and 900 square feet per side for a duplex.

B - 12. COMPLETION. Once construction has begun, all structures shall be completed in not less than ten (10) months, otherwise it shall be considered a nuisance under the terms of these restrictions.

B - 13. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

B - 14. SWIMMING POOLS. No above ground swimming pools shall be permitted. Any pool constructed shall be fully covered on all sides so that it is only exposed at the top and must be located to the rear of the structure or suitably fenced to blend with the structure. The swimming pool shall conform to the side yard setback requirements as set out in these restrictions unless all abutting landowners waive, in writing, this requirement.

B - 15. SPECIAL RADIO EQUIPMENT. There shall be no type radio or equipment using air waves which will interfere with the normal reception of radio and television or other appliances used or maintained in the subdivision. No satellite dishes or other outside antennas shall be allowed other than one (1) normal television antenna per living unit.

B - 16. MOTOR HOMES, BOATS, CAMPING TRAILERS OR TRAVEL TRAILERS. 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 a three (3) day time limit in any driveway in front of a structure or in the front yard of, or to the side of, any dwelling, nor to any vacant lot so as to be exposed to the street. Such vehicle or trailer shall be parked in a garage, basement or to the rear of any residence so as to be out of the normal view from any street within the subdivision.

B - 17. SUBDIVISION MAINTENANCE. To maintain the beauty and property values, each lot or tract owner shall be responsible for keeping his entire land area in a neat and attractive condition by mowing, trimming, etc.

C. COVENANTS.

C - 1. TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the majority of the then owners of the lots has been recorded, changing said covenants in whole or in part, and for the purpose of voting, each lot shall have one vote.

C - 2. ENFORCEMENT. In the event any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of the 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 lot or lots, 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, which costs and attorney fees are prescribed as liquidated damages; and shall 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 in such cases at the time or times of violations of said Restrictions.

C - 3. SEVERABILITY. Invalidation of any one or more of these covenants by judgment of a Court shall in no manner affect any of the other provisions, which shall remain in full force and effect.

THIS 28th day of August 1992.

STATE OF TENNESSEE, BRADLEY COUNTY
The foregoing instrument and certificate were noted in Book V, Page 24915, at 10:00 clock, AM, 8-28-92 and recorded in MISC Book 143, Page 688. State Tax Paid \$ Fee Recording fee 1208 Total \$ 1208 Witness my hand Receipt No. 2807 Odell Swafford, Register

FOREMOST BUILDERS, INC.

By F. McKamy Hall
F. McKamy Hall, President

Robert W. Varnell, Jr.
Robert W. Varnell, Jr.

STATE OF TENNESSEE)
COUNTY OF BRADLEY)

Before me personally appeared F. MCKAMY HALL to me known (proved to me) to be the President of FOREMOST BUILDERS, INC. Corporation, the within named bargainer, and upon oath acknowledged such officer for said corporation, and has authority to execute the foregoing instrument for the purposes therein contained by said Corporation by himself as such officer.

WITNESSED by me, this 28th day of August 1992.

Jack M. Beaton NOTARY
My Commission Expires 1/3/94

STATE OF TENNESSEE)
COUNTY OF BRADLEY)

Before me personally appeared ROBERT W. VARNELL, JR., to me known person(s) described in and who executed the foregoing instrument for the execution of the same as his free act and deed.

WITNESSED by me, this 28th day of August 1992.

Jack M. Beaton NOTARY
My Commission Expires 1/3/94

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