

Prepared by Joe B. Goode, Attorney
Cleveland, Tennessee 1

RESTRICTIONS)
 THORNBERRY HILL)
 SUBDIVISION)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged We, FARRELL L. PRESTON and wife, TERRY ANN PRESTON, of Hamilton County, Tennessee, being the owners of the land known as Thornberry Hill Subdivision, a Plat of which is recorded in the Register's Office for Hamilton County, Tennessee, in Plat Book 43, page 123, have 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 with the intent that each dwelling shall have at least \$45.00 per square foot cost based upon 1989 prices, and, for the benefit of all purchasers, owners or holders of lots or tracts within said Subdivision, the following special covenants and restrictive conditions are hereby made 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 herein provided for their violation or attempted violation as fully as if incorporated into and made a part of each conveyance in detail.

*Farrell Preston
 3618 Oxtowami-Ringgold Rd.
 Oxtowami, Tenn. 37363*

1. LAND USE. All lots or tracts shall be used for residential purposes only. There shall be no business of any kind located upon any tract nor shall any business of any kind be operated out of any home. 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 developers, their heirs 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 Farrell L. Preston or one or more persons designated by him or by a property owners committee if such shall have been created. IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE that the architectural control person or committee, as applicable, may require any changes, not otherwise prohibited in these Restrictions, concerning size, design, style, location, type of exterior, etc., with regard to the building. The decision of Farrell L. Preston or his successor in interest or the committee if such shall have been appointed, shall be final. Where the conflict cannot be reconciled, Farrell L. Preston or his successors in interest, shall, upon demand of the original purchaser, refund, without interest and without payment of any charges, the amount originally paid to Farrell L. Preston and wife for the lot in conflict.

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 as shown on the original recorded Plat. Each dwelling shall have a garage which shall be attached to the main dwelling.

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 or his assigns. There

shall be no artificial or man-made stone materials used. All roofs shall be covered with cedar shakes unless the Subdivision Developer shall approve a different material. All roofs shall contain a pitch ratio of 7 to 12. All buildings shall have wood windows and if a chimney is used it shall be of masonry construction. All foundations shall be of brick or mountain stone unless otherwise approved by the Developer or his assigns. All driveways shall be of concrete (no asphalt shall be allowed). Mailboxes shall be of brick construction. There shall be no metal, wire, or chainlink fencing. Any other type of fencing shall be of new materials and kept in good condition at all times.

Dwellings shall be set back from the street as required on the recorded Plat of this Subdivision, but it is clearly understood that if no minimum is shown on the recorded Plat then the minimum setback shall be at least 50 feet from the street upon which the dwelling shall face.

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 dwelling 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 DURING CONSTRUCTION. Before any construction is begun a temporary driveway with at least crusher-run 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 completed, the driveway shall be of concrete construction with proper crowning and drainage and shall be completed within two (2) months after the initial occupancy of the dwelling.

5. SUBDIVISION OF LOTS OR TRACTS. No lot or tract shall be subdivided by anyone other than the original Developers or either of them 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-third (1/3) of an 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 all purposes under these Restrictions. 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 Developers or either of them shall be for the purpose of adding to an adjacent tract of land.

6. DESIRED DWELLING SIZES. The minimum square footage of living area of each single-level dwelling, exclusive of basements, porches, breezeways, terraces, garages, etc., shall be 2000 square feet; and any one and one-half or two-story dwellings shall contain not less than 2200 square feet of living area as above designated with the ground floor containing not less than 1400 square feet of living area. The square footage of any split level or other non-designated dwelling shall be as the Subdivision Developer shall approve in accordance with Paragraph 2 above. Garages with openings concealed from the street shall be desired; however, Farrell L. Preston or his designee or the committee under Paragraph 2 above, may permit different locations.

7. UTILITY AND DRAINAGE EASEMENTS. There shall be imposed upon all interior lot or tract lines, a utility and drainage easement of five (5) feet. And on all lot or tract lines abutting land adjacent to the Subdivision there shall be a ten (10) foot utility and drainage easement; there is also imposed upon all lots or tracts a fifteen (15) foot utility easement along the street lines. The recorded Plat calls for certain special drainage and utility easements and it is understood that the more strict or the greater width shall prevail. ALL UTILITY WIRES 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. Developer reserves the right, without liability, to remove trees along lot lines for installation of any type utility or sewer.

8. TEMPORARY STRUCTURES 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 therein prior to the full completion of said house. Such structure shall be considered temporary and is prohibited.

9. ANIMALS. No animals except household pets shall be kept on said lots or tracts, and they shall not be kept or maintained for any commercial purpose.

10. SEPTIC TANKS. All dwelling houses not connected with public sewer lines shall be equipped and properly serviced by a septic tank constructed in accordance with the requirements of the State Board of Health. The recorded Plat has certain prohibitions as to field lines for septic systems and they shall be viewed as mandatory in accordance with the Health Department including a requirement that no field lines shall come within twenty (25) feet of drainage easements as are shown on said recorded Plat.

11. NUISANCES. No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The having or allowing of trailers, junk, such as stoves, constitute a nuisance per se. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise, shall likewise constitute a nuisance per se. Also, the non-removal for ninety (90) days after occupancy of a dwelling of all building material, such as blocks, bricks, lumber, etc., from street view shall be a nuisance per se. Also 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 and the failure to do so shall be a nuisance per se. Satellite dishes are prohibited and the installation of or allowing the same upon any lot or tract within the Subdivision shall be considered a nuisance per se.

12. STREET DEDICATION. All streets shown on the Plat are hereby dedicated to public use.

13. 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. The responsibility of the Developer, other than as a landowner, shall terminate upon the "final approval" by the appropriate Planning Commission and the recording of the Subdivision Plat.

14. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until 1 July 2013, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of lots or tracts within said Subdivision, it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot or tract as originally sold by the Developer shall be construed as having 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 and all other proceedings, 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 in such cases at the time or times of violation of said Restrictions.

WITNESS our signatures this 10th day of January 1989.

Farrell L. Preston
Farrell L. Preston

Terrye Ann Preston
Terrye Ann Preston

STATE OF TENNESSEE) Before me personally appeared
COUNTY OF BRADLEY) FARRELL L. PRESTON and wife, TERRYE ANN
LE PRESTON, to me known to be the person(s) described in and who
executed the foregoing instrument, and acknowledged the execution
of the same as their free act and deed.
WITNESSED by me, this 10th day of January, 1989.
Lina D. Redford NOTARY PUBLIC
My Commission Expires 6-14-92



61769

IDENTIFICATION
REFERENCE

JAN 23 1 55 PM '89

SARAH E. FRIESE
DEPUTY
HAMILTON COUNTY
STATE OF TENNESSEE

01/23/89 MISC 16.00 **16.00 C

Plat Book

WAIVER OF RESTRICTIONS

RE: Restrictive Covenants on Thornberry Hill Subdivision, recorded in Book 3574, Page 969, in the Register's Office of Hamilton County, Tennessee, as they pertain to Lot 16, Thornberry Hill Subdivision, as shown on plat recorded in Plat Book 43, Page 123, in the Register's Office, Hamilton County, Tennessee.

The location of the improvements on the referenced lot is hereby approved and the front building line restrictions are reduced to 28 feet.

Executed on this the 17th day of May, 1990.

Farrell L. Preston 05/25/90 MISC 8.00 **8.00 8
FARRELL L. PRESTON
Terry Ann Preston
TERRY ANN PRESTON

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared FARRELL L. PRESTON AND WIFE, TERRY ANN PRESTON with whom I am personally acquainted, or identified to me by satisfactory evidence, and who acknowledged that they executed the foregoing instrument.

WITNESS my hand this 17th day of May, 1990.

Cindy S. [Signature]
Notary Public

Date of Expiration of Commission: 2/22/95

This instrument prepared by:
Robert L. Brown, Atty.
737 Market Street, Suite 400
Chattanooga, TN 37402

615-756-4154

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900653
text/waiver

C 6 7 0 9

IDENTIFICATION
REFERENCE

May 25 1 25 PM '90

SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE