

file

Prepared by J. Michael Sharp,
Attorney, Cleveland, TN b

RESTRICTIONS:) PART A. PREAMBLE. WHEREAS, the undersigned,
) ✓ Herman Miller and wife, Reba Miller, own
GRACEWOOD HILLS) certain lands in the Third Civil District of
) Bradley County, Tennessee, described as
) GRACEWOOD HILLS, as shown by Plat recorded
 in Plat Book 6, page 146, in the Register's Office, Bradley County,
 Tennessee, and

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

NOW, THEREFORE, in consideration of the premises, and for the protection of the present and future owners of lots in Gracewood Hills, 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 off-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 except residential and no building, except as set out herein, shall be erected, altered, placed or permitted to remain on any lot other than a one (1) detached single-family dwelling not to exceed two and one-half stories in height. Gardens will be permitted in the rear of the property only.

B-2. CONSTRUCTION REQUIREMENT. Plans and specifications for all dwellings must meet those described in the Federal Housing Administration's "Minimum Construction Requirements for One and Two Family Dwellings". Any garage constructed, whether attached to or non-attached to the house, shall be of new and of the same material as the house, and shall have doors that close, and in both cases, including the house shall be kept painted and maintained in a clean and attractive manner at all times. Any outside storage building must be approved by the Developer.

B-3. DWELLING MINIMUM SIZE. No dwelling shall be permitted on any lot exclusive of open porches, breezeways and garages of less than fourteen hundred fifty (1400) square feet, except as to a "two-story" which shall have one thousand (1000) square feet of living area on the main floor with a minimum of 1600 square feet of living area in the residence; "split-level" -- the living area shall be computed only for the main floor and second story, basement not to be included; "split-foyer" -- the foundation alone must have fourteen hundred (1400) square feet; "two-story" -- the ground floor only shall be used in computing the square footage area and no basement and no second story, and all buildings except split-foyers shall have attached a single or double garage or carport regardless of the square footage area. A split-foyer dwelling may have attached or adjacent to the house, a double or triple car garage or carport, but is not required.

B-4. BUILDING LOCATION. Minimum building setback requirements are as shown on the recorded Plat. Houses sitting on corner lots shall be constructed to face either street and the street shall be considered the front lot line.

B-5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The allowing of junk or other debris to accumulate in the yard or upon the premises and the allowing of dismantled or partially dismantled automobiles or burned buildings not repaired or removed within sixty (60) days shall all be considered nuisances, per se.

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B-6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. And for the purpose of this provision, a mobile home or house trailer shall be considered a temporary structure and shall not be permitted upon said lots. Further, no double wide mobile homes or similar prefabricated homes shall be allowed. No trailer parks or mobile home parks shall be allowed.

B-7. LIVESTOCK AND POULTRY. No poultry, hogs or goats of any type shall be kept, bred or raised on any tract. No commercial breeding operation for large animals or dogs and cats shall be allowed. Pets such as dogs and cats will be permitted under control by owner and kept fenced in or housed. Any large animals must be approved by Developer.

B-8. RESUBDIVISION OF TRACTS. A public access street through any lot for private or public use to any other property shall not be allowed. A private road extending from this development at the South end of the cul-de-sac to Hamilton property line shall be used primarily to service Lots 16 and 17 only, and at all times shall be under control by the Developer.

B-9. SEPTIC TANKS. All dwellings not connected with public sewer lines shall be equipped with septic tanks constructed in accordance with the requirements of the State Board of Health of Tennessee, and no outside toilets shall ever be permitted upon any lot in this subdivision.

B-10. DRAINAGE AND UTILITY EASEMENTS. An easement is reserved over the outer five (5) feet of all interior lot lines for drainage and utility installation and maintenance, and further, a ten (10) foot easement for the same purposes is reserved over all lot lines that abut the exterior of the subdivision lines; and an easement over the front fifteen (15) feet of each lot is reserved for utility installation and maintenance. Under this item, the use of two or more lots for one-family unit, shall be considered "one lot".

B-11. STREETS AND EASEMENTS. All streets shown on the Plat are hereby dedicated to the public use; and all easements reserved are reserved and dedicated for 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 uses does not interfere with the rights of the owners or holders of any other abutting lots. No public telephone, sewer, water, or other public lines or services shall run into or across any lot except through and along such easement. This restriction does not apply to house service connecting lines. A private road extending from this development at the South end of the cul-de-sac to Hamilton property line shall be used primarily to service lots 16 and 17 only, and at all times shall be under control by the Developer.

B-12. MAINTAINING OF STREETS. The owner of each lot, particularly during construction, shall maintain and keep in good repair, streets adjacent to said lot, and shall replace and/or repair same that are damaged by himself. His liability...

... , the owner shall continue to maintain the streets until such time as the maintenance of the same have been taken over and fully accepted and maintained by the appropriate governmental authority.

B-13. SATELLITE DISHES. Satellite dishes and TV and/or radio antennas shall be allowed. However, the same shall be located to the rear of the residence and situated so as not to create a nuisance or unsightly attraction in the development.

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PART 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 said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots herein restricted has been recorded, changing said covenants in whole or in part; and for the purpose of voting, each lot shall have one vote.

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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 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 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.

WITNESS our signatures this 29th day of April 1993.

Herman L. Miller
Herman Miller
Reba Miller
Reba Miller

STATE OF TENNESSEE)
COUNTY OF BRADLEY)

Before me personally appeared HERMAN MILLER and wife, REBA MILLER, 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 29th day of April 1993.

Frank M. Beaton
My Commission Expires 1/3/94 NOTARY PUBLIC

STATE OF TENNESSEE, BRADLEY COUNTY

THE FOREGOING INSTRUMENT AND CERTIFICATE WERE NOTED

IN NOTE BOOK W PAGE 167 AT 11:00 O'CLOCK AM

IN 19 93 AND RECORDED IN BOOK 203

PAGE 215 STATE TAX PAID --- FEE ---

RECORDING FEE --- TOTAL --- WITNESS MY HAND.

RECEIPT NO. 14528

Odell Swafford