

## **Harrison Acres Restrictive Covenants**

**Moonlight Estates, LLC: Whereas, hereinafter "Developer", is the owner of a tract of land as described by Deed Book \_\_\_\_\_ Page \_\_\_\_\_ in the office of the clerk of the Superior Court of Hamilton County, Tennessee.**

**WHEREAS, said tract has been divided into a residential subdivision known as "HARRISON ACRES". As shown by plat of record on Plat Book \_\_\_\_\_ Page \_\_\_\_\_ in the office of the above-said Clerk.**

**WHEREAS, Developers desire to impose RESTRICTIVE COVENANTS on said subdivision in order to promote orderly development of said tract as a residential for the benefit of Developers and the future owners of lots in said subdivision:**

**NOW THEREFORE, Developers impose the following RESTRICTIVE COVENANTS, which shall run with the land, on all the lots in said subdivision:**

- 1) Homes of rancher style construction in said subdivision must contain at least 1,500 square feet of living space, on same level, exclusive of garages, enclosed porches and decks, and other such space. Homes of two-story construction must contain at least 2,000 square feet of living space. Homes of one and one half story construction must contain at least 1,200 square feet of living space on the first floor. All homes must be single-family residences. Mobile homes, modular homes, duplex, and apartments are prohibited.**
- 2) No exposed concrete blocks may be used in the construction of any home in said subdivision. Foundation must be faced with brick or mountain stone.**
- 3) Exterior walls of homes must be faced with brick, or mountain stone, hardy board. Synthetic stone will be permitted. The back of the home may be covered in vinyl siding.**
- 4) All homes must have at least two-car garage. The construction of carports is prohibited.**
- 5) All driveways must be constructed of concrete.**
- 6) All homes must have a roof pitch of at least 5/12 and must be guttered in front and rear.**
- 7) The foundation of all-front porches of front stoops and steps must be of masonry**

construction.

8) All homes must fully comply with all local building codes and ordinances.

9) Developers must approve all home plans in said subdivision before any construction begins. Said plans must specifically show for approval the appearance, main floor elevations, and exterior paint color scheme of each home.

10) All homes built must be completely finished; including yard, driveway, landscaping and painting, within nine (9) months of the date construction began.

11) Outbuildings, detached garages, pools, and fences may be built in back yards only. Outbuildings and detached garages must be built of the same construction as the home on the lot and painted the same color scheme as said home.

12) No building shall be located on any lot nearer than forty (40) feet to any side street or front line, and no building shall be located nearer than ten (10) feet to any interior lot line and ten (10) feet from all lots must meet Hamilton County R1 zoning requirements rear line.

13) No cattle, goats, sheep swine, or other farm livestock may be kept on any lot.

14) No truck larger than one ton in size may be parked or kept on any lot, except during the construction of the home.

15) No junk or inoperable cars or carts in need of body repair may be parked or kept on any lot or streets.

16) All mailboxes must be masonry with a light.

17) No residence shall be designed, patterned, constructed, or maintained to serve, or for the use of more than one single-family dwelling.

18) Contractors must comply with all erosion control regulations.

19) Contractor shall be responsible for storm water runoff and make sure all lots drain towards the road or swells on property lines. Owner shall not drain water onto adjoining property. Direct all drainage questions to 423-593-0533.

20) Any violation of said RESTRICTIVE COVENANTS will be handled in the courts of Hamilton County with all court costs paid by the guilty party.

Property owners shall take whatever means necessary to prevent situation from leaving your property. Any uncorrected deficiencies will be addressed by the

developer. Property owner shall reimburse developer for expenses to correct all deficiencies.

Damages to roadway, caused by lot owner, resulting from over loaded vehicles, track maintained equipment, shall be repaired at owner expense.

**THE RESTRICTIVE COVENANTS** are hereby declared to be severable. In the event any one of them is declared invalid by the final judgment of a court of law, the remainder shall continue in full force and effect. The **RESTRICTIVE COVENANTS** shall be in effect for a period of 25 years, and after said time be cancelled or amended by two-thirds majority of the then lot owners, evidenced in writing, recorded in the Superior Court of Hamilton County, Tennessee.

Developers shall have power, during the construction of homes on said lots, to grant waivers or minor violations of these **RESTRICTIVE COVENANTS** that, in their opinion, do not materially affect the purpose of these **RESTRICTIVE COVENANTS**. Developers reserve the right, as long as Developers own any lot in this subdivision, to amend any or all of said **COVENANTS**, evidenced in writing and recorded in said Clerk's office. Developers, any individual lot owner, or group of lot owners shall have the power to enforce these **RESTRICTIVE COVENANTS** and take appropriate action against the violator in the court of law of competent jurisdiction. Any person found guilty of violating said **RESTRICTIVE COVENANTS** shall be liable for any damages caused and the costs of enforcement including court costs and attorney's fees.

IN WITNESS WHERE OF the undersigned have hereunto set there hands and affixed their seals, on the day of  
2007 .

Moonlight Estates, LLC