

Modification of Restriction: Reel BK 1015 pg 534.
1-4-99 Rth

RS

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

RESTRICTIONS)
 LAUREL SPRINGS)
 SUBDIVISION)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged I, JAMES E. SHARP, (and my wife, ALMA SUE SHARP, who joins herein for the purpose of giving her consent), of Bradley County, Tennessee, being the owner of land known as Laurel Springs Subdivision, a Plat of which is recorded in the Register's Office for Bradley County, Tennessee, in Plat Book 4, page 125, 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 \$40.00 per square foot cost based upon 1985 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 which 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-after provided for their violation or attempted violation as fully as if incorporated into and made a part of each conveyance in detail.

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 tract within the Subdivision with any land outside the Subdivision except with the express written and recorded approval of the developer, his heirs or assigns.

2. 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; however, separate servants quarters may be erected, provided they shall be behind or to the side of the dwellings, and provided further that a bare or out-buildings may be erected or located to the rear of the building and at least 125 feet from the street and 25 feet from any adjacent property line. Garages or carports shall be attached to the main dwelling.

All structures including barns or garages or other out-buildings shall be constructed of new materials, and unless of brick or rock or of some non-fading material, the same shall be painted and maintained in a good condition at all times.

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 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 foundations shall be of brick or mountain stone unless otherwise approved by the developer or assigns. There shall be no metal, wire, or chainlink fencing in front of dwellings (either along the side or front boundaries)

804

and all fences to the rear of the dwelling shall be of new materials and kept in good condition at all times.

Dwellings shall be set back from the street as provided on the recorded Plat of this Subdivision.

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 dwellings 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.

3. 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 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.

4. SUBDIVISION OF LOTS OR TRACTS. No lot or tract may be subdivided by anyone other than the original developer 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 this provision. 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 developer shall be for the purpose of adding to an adjacent tract of land.

5. DWELLING SIZE. The minimum square footage of living area of each single-level dwelling, exclusive of basements, porches, breezeways, terraces, garages, carports, etc., shall be 1340 square feet; and two-story dwellings shall contain not less than 1640 square feet of living area. The square footage of any non one or two-story dwellings shall be as the subdivision developer shall approve. But these requirements do not hold true for servants quarters if erected separate from the principal residence, in which event the servants quarters shall contain not less than 600 square feet of living area; however, in no event shall servants quarters be constructed prior to construction of the main dwelling, although they may be constructed at the same time, so long as occupancy of the servants quarters is had after the occupancy of the main dwelling.

6. 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 ten (10) feet on all lot or tract lines abutting the land adjacent to the Subdivision; there is also imposed upon the tracts, a fifteen (15) foot utility easement along the street lines. 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, 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.

805

7. TEMPORARY STRUCTURE OF 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 house and moving prior to the full completion of said house. Such structure shall be considered temporary and prohibited.

8. 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.

9. SEPTIC TANKS. All dwelling houses not connected with public sewer lines shall be equipped and properly served by a septic tank constructed in accordance with the requirements of the State Board of Health.

10. 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 block, bricks, lumber, etc., from street view shall be 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; The failure to do so shall be a nuisance per se. Satellite dishes are prohibited; installation of or allowing upon the realty shall be considered a nuisance per se.

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

12. 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. Developers' responsibility, other than as a landowner, shall terminate upon the "final approval" of the appropriate Planning Commission, as the Subdivision proper.

13. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until 1 May 2010, 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 Developer shall have one vote.

14. 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.

15. 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

806

If fiberglass/asphalt shingles are used, they must be of a weight of at least 250 lbs./square and carry at least a 30-year warranty to insure that the highest quality material is used. No three-tab shingles are to be used. Elk Pristique, Tambo Heritage, Certainteed Grand Manor, GAF Grand Sequoia/Timberline or equals to any of these products are acceptable for use.

The Restrictions are not otherwise modified.

THE 14th day of July 1999.



James E. Sharp
James E. Sharp
Alma Sue Sharp

STATE OF TENNESSEE) Before me personally appeared
COUNTY OF BRADLEY) JAMES E. SHARP and wife, ALMA SUE SHARP,
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 14th day of July, 1999.

Harry A. Warren NOTARY PUBLIC
My Commission Expires June 2, 2000

BK 1015 PG 535

State of Tennessee, County of BRADLEY
Received for record the 04 day of
NOVEMBER 1999 at 11:30 AM. (RCEN 37696)
Recorded in official records
Book 1015 pages 534-535
State Tax \$.00 Clerk Fee \$.00.
Recording \$ 14.00, Total \$ 14.00.
Register of Deeds HERRMAN OUELLE SHAFFORD
Deputy Register NAOMI TRIMBLE

Ke
Sharp

injunctive proceedings, which costs and attorney fees are pre-
scribed as liquidated damage; and shall also be liable for such
other and additional damage as may accrue. The remedies provided
in this Paragraph shall not be exclusive, but shall be in addi-
tion to any other remedies allowed by law in such cases at the
time or times of violation of said Restrictions.

WITNESS our signatures this 24th day of April 1985.

James E. Sharp
James E. Sharp
Alma Sue Sharp
Alma Sue Sharp

STATE OF TENNESSEE) On this 24th day of April, 1985, before
COUNTY OF BRADLEY) me personally appeared JAMES E. SHARP and
wife, ALMA SUE SHARP to me known (or proved to me on the basis of
satisfactory evidence) to be the persons described in and who
executed the foregoing instrument and acknowledged that they
executed the same as their free act and deed.

WITNESS my hand and Seal the day and year above written.

James M. Beator
NOTARY PUBLIC
My Commission Expires 1-26-86

STATE OF TENNESSEE, BRADLEY COUNTY
THE FOREGOING INSTRUMENT AND CERTIFICATE WERE NOTED
IN NOTE BOOK 4-24 PAGE 4 AT 12:20 O'CLOCK P
19 85 AND RECORDED IN 139
STATE TAX PAID \$ 8.00 FEE
RECORDING FEE 1.00 TOTAL \$ 12.00 WITNESS MY HAND
RECEIPT NO 3313

James F. Lopez

807

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SHARP DEVELOPMENTS
PHONE 478-2271
2825 PARTRIDGE RD.
CLEVELAND, TN 37311