

RESTRICTIONSPART A. PREAMBLE

WHEREAS, the undersigned owns certain realty in the First Civil District of Bradley County, Tennessee, described as Nantahala Estates, as shown by Plat thereof recorded in the Register's Office of Bradley County, Tennessee, in Plat Book ___, Page ___, and

WHEREAS, it is part of the development plan of said subdivision, that certain lots therein 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 1 through 65 inclusive, and no other lots unless these restrictions are imposed individually in the deeds thereto, in said Nantahala Estates, the following special covenants and restrictive conditions, which are hereby made covenants to run with the land, whether or not they may be mentioned or referred to in subsequent conveyances of said lots or portions thereof, are imposed upon said lots 1 through 65 inclusive, and all conveyances of said lots shall be accepted subject to said covenants and conditions.

PART B. AREA OF APPLICATION

B-1. LAND USE AND BUILDING TYPE. No lot covered hereunder shall be used except for residential purposes except per section B-7, in which case, housing for animals shall be a modern, clean building not detracting from the general appearance of the subdivision. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling, not to exceed two and one-half stories in height, with a private garage or carport for not more than three

~~cars. No multiple dwelling shall be permitted. Roofing installed may be metal or~~
wood posts.

B-2. CONSTRUCTION REQUIREMENTS. 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".

B-3. DWELLING MINIMUM SIZE. No dwelling shall be permitted on any lot having a ground floor area, exclusively of open porches, breezeways, garages, and carports, of less than 1100 square feet, and for the purpose of this provision, where there is a split-level, if the basement or lower ground floor is completed and used for living quarters only, then the two ground floors shall be used in computing the requirements; however, if the lower or ground floor or basement area is used as a garage or for other than living quarters exclusively, then the ground floor and the second story shall be used in computing the square footage requirement.

B-4. BUILDING LOCATION. No dwelling shall be located on any lot nearer than thirty (30) feet to the road upon which it fronts or nearer than twenty (20) feet to any side road (side road being defined as the road that it does not face), where a corner lot is involved, nor nearer than ten (10) feet to any interior lot line. A detached garage or other building may be located on the side or back of the dwelling but shall not extend forward of the main dwelling proper, and shall be constructed of the same material as the dwelling is constructed, and shall at all times be kept painted, if required, and in good repair.

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. Dismantled or partially dismantled automobiles, or discarded appliances or other debris, or burned buildings not repaired or removed within sixty (60) days shall be considered nuisances per se. Also, the violation of any of the provisions herein shall be considered a nuisance per se.

B-6. TEMPORARY STRUCTURES. No structure of a temporary character, such as trailers, basements, tents, shacks, garages or other outbuildings 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 any lot.

B-7. LIVESTOCK AND POULTRY. One animal per acre or fewer than twelve of any type or types combined of poultry may be raised, bred or kept on any lot, except that dogs or cats or other household pets may be kept in quantity desired provided they are not kept, bred or maintained for commercial purposes, subject to section B-5.

~~B-8. SUBDIVISION OF LOTS PROHIBITED. No lot may be subdivided into lots of~~
smaller area, except for incorporation into another adjacent lot or lots, in which case, the subdivided area and the lot to which it is newly attached shall be considered one lot for the purpose of this plan, but in no case shall any lot ever be reduced in size more than 90% of its original area and still be allowed to build upon same; however, this provision shall not preclude a person from buying more than one lot and building upon or near the center of all of them and use them as one lot.

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.

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 over the front road side of each lot of fifteen feet is reserved for utility installation and maintenance, and all easements herein are reserved and dedicated for the use of the holders and owners of the lots for sewer, gas, water, electricity or other utilities or 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.

PART C. COVENANTS

C-1. TERM. These covenants shall 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 of their recordation, 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 has been recorded, changing said covenants in whole or in part. 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 such violation shall be subject and liable at the suit of any interested owner or holder 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 proceeding, 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 and shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said restrictions.

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

WITNESS my hand and Seal this ____ day of _____, 1976.

E. Leon Lackey