

Prepared By: Bobby J. Adamson SR
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RESTRICTIVE COVENANTS OF ADAMSON PLACE SUBDIVISION

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I, Bobby Joe Adamson, the undersigned owner hereinafter called "Developer", is the fee simple owner of a tract of land in the Third Civil District of Hamilton County, Tennessee, which is known as Adamson Place Subdivision, a plat of which is recorded in plat book 61, Page 196 in the registrar's office of Hamilton County, Tennessee. To promote the orderly growth of a residential subdivision and to protect future owners of lots in the subdivision, I do hereby restrict the same according to use and development. The restrictions herein set out will be binding upon all lots in the subdivision and applicable to all future owners of the same.

NOW THEREFORE, I, BOBBY JOE ADAMSON, do hereby name the following restrictions:

- 6301
1. All of said lots in said subdivision shall be known and described as residential lots. No structure shall be built, altered, placed or permitted to remain on any residential building lot other than one single family dwelling with garage. The garage may be located in the basement and must be for a minimum of two cars. No carports are permitted. Said structure may not be occupied until the sewage disposal system is approved by the appropriate governmental authority. Hatched area is a subsurface sewage disposal system easement. Any cutting, filling, excavation, or construction in this area without prior written approval from the Health department and recording of a corrective plat may render this lot unbuildable. All notes regarding or relating to subsurface sewage disposal systems will become null and void if the home is connected to a public sanitary sewage system. Owners must submit building plans and specifications for the structure to the Developer and obtain written approval from the Developer prior to the commencement of construction upon any lot. The Developer will review the architectural design and style including but not limited to masonry and siding materials, window placement, driveway and garage door location and the like. The roof of the structure must be a minimum of 6 by 12 pitch unless otherwise approved. This review is necessary to ensure that all structures within the subdivision compliment each other and are aesthetically pleasing.
 2. No structure shall be designed, patterned, constructed or maintained for the use of more than one family, and no structure shall be used as a multiple family dwelling at any given time.
 3. Each structure constructed upon a lot must be served by a concrete driveway poured with plant mixed concrete.
 4. No structure shall be located on any lot nearer than twenty-five (25) feet to the front lot line or nearer than ten (10) feet to any interior lot line (side). Furthermore, certain set back requirements provided for and shown on the subdivision plat are incorporated into and made a part of these Restrictive Covenants. No structure shall be located nearer than twenty-five (25) feet to any rear lot line, excepting swimming pools, appropriate pool facilities or outdoor fireplaces. Owners must obtain written approval from the Developer as to design, location and size prior to erecting swimming pool facilities. No pools without the written approval from the Health Department will be permitted.

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5. No one- (1) story structure of less than eighteen hundred (1,800) square feet of heated floor space shall be erected. Any one and one-half (1 ½) or two (2) story structure shall not have less than eighteen hundred (1,800) square feet of heated floor space, exclusive of open porches, screened porches, garages, eaves, steps and basements (whether finished or not). However, the Developer may grant a variance if the plans are otherwise in conformity with the value of the existing homes. All lots are approved for a maximum number of (4) bedrooms except for lots 9, 10, and 11 which are approved for a maximum number of (3) bedrooms.
6. The front of the structure including the concrete block shall be covered with brick or stone as well as the concrete block on either side of the structure. Structures that are situated on corner lots must also cover the concrete block on the backside with brick or stone. Stone material must be approved by the Developer. Permastone, asbestos and the like are expressly forbidden. Only brick or stone designer mailboxes with continuously burning gaslights are permitted.
7. Not more than one structure shall be erected or maintained on any one lot, however, the use of one or more lots as a single building plot of ground is permitted. The lots may not be subdivided. The same shall conform to zoning laws and subdivision regulations in effect thereon. No lot or any part thereof shall be used as a means of public or private access to and from other lands or to use a lot or part of a lot for the installation and maintenance of utility, drainage or sewage lines serving other lands. The Developer reserves the exclusive rights to grant transfer and convey these rights to others.
8. There shall be no offensive trade or activity carried out upon any lot which may be or may become an annoyance or nuisance to the neighborhood due to odor, noise or otherwise. No trucks larger than a regular pickup shall be allowed to park on any side of said lots or adjoining streets. No heavy equipment, trailers, inoperative junk cars, trucks or any other inoperative vehicle or household appliance shall be kept or parked on any side of said lots.
9. No part of any lot shall be used for residential purposes until a completed structure conforming fully to the provisions of this Instrument shall have been erected thereon. No structure of a temporary or incomplete nature including camping trailers, RV's, tents, outbuildings or any similar structure shall serve as temporary living quarters while awaiting completion of the said structure. Notwithstanding anything herein to the contrary, Developer and Builder reserves the right to maintain a temporary field office or construction office trailer on any unsold lot in the subdivision as long as Developer and Builder are engaged in the development and marketing of the subdivision.
10. Any structure being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said structure. Any improvements or remodeling to the structure subsequent to its completion shall be finished within six (6) months of the start date.

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11. Failure of any occupant of this subdivision to comply with items 9, 10, 11 and 17 of this Instrument shall be fined \$100.00 per day until the situation is resolved. The fine shall be payable to the Developer.
12. Developer reserves the right to grant permission to use camping trailers, RV's or tents within the subdivision for special events. Approval must be sought from the Developer prior to use.
13. No hedge, fence or like obstruction in excess of six (6) feet shall be allowed and none shall be placed on the front property line. The Developer must approve all fence designs and materials.
14. No sheep, swine, goats, horses, cattle, burros, fowl or any like animal shall be permitted on any of the lots excepting the usual domestic pets. No domestic pet shall be able to roam at large on any of the streets bordering the same. Domestic pets shall not be staked, penned or otherwise detained in the front yard. There shall be no kennels permitted on any lot in the subdivision for the commercial breeding of domestic pets.
15. No liquor, beer, wine or other intoxicating substances shall be sold within the boundaries of said subdivision.
16. All of said lots in said subdivision must from the date of purchase be maintained by the owner in a neat and orderly manner (grass cut as needed as well as removal of leaves, broken limbs and other debris when needed). Tree limbs rocks and other debris must be kept out of the streets. All subdivision property owners are requested to assist with keeping cars, trucks, and delivery trucks off the curbs of the streets, as the same can easily be broken, particularly when new. All owners of lots must keep the street clear of concrete blocks, concrete, and building material while structure is under construction.
17. Any damage done to the street, sidewalk or curbing by the owner of any lot or by a contractor employed by the same shall be repaired immediately at the expense of the party at fault. The owner or contractor during construction must supply temporary construction support for the curbs and sidewalks.
18. All refuse garbage and trash shall be collected in suitable containers and shall be stored, except for days of garbage collection, in areas out of view from users of any public right-of-way or common property. Each lot owner shall be responsible for arranging for trash removal and will be solely responsible for charges incurred for the same.

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19. No signs of any kind shall be displayed or placed upon any part of the property except those advertising the property for sale, rent or lease or those used by the Builder and Developer to advertise the property during the construction and sale period. Signs must refer only to the property on which displayed. No such sign shall exceed nine (9) feet in width nor have an overall height of five (5) feet above ground level. Temporary signs for yard sales; garage sales or similar events are acceptable.
20. Conveyance of deed of any one or more of said lots shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon, whether or not the same is expressly stated.
21. These restrictions shall be in full force and effect for a thirty (30) year period from November 29, 1999 and thereafter for successive ten (10) year period, unless a majority of lot owners vote at the end of a period to terminate or amend the said restrictions.
22. In event one or more of these restriction provisions shall be invalidated by a court of law, all other provisions of this covenant shall remain in full force and effect.
23. The Developer reserves the right to amend, correct or clarify any of the above restrictions in whole or in part and to grant individual waivers as the situation may require. The Developer may assign these restrictions in full or in part at any given time.

In Witness whereof, I have hereunto set my hands this the 29th day of November, 1999.

Bobby Joe Adamson
Bobby Joe Adamson

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this the 29th day of November, 1999, before me personally appeared Bobby Joe Adamson, to me known to be the person described in and who executed the foregoing instrument and acknowledge that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal

[Signature]
Notary Public

My commission expires: July 22, 2003

