

## JOHNSON COMMONS DEED RESTRICTIONS:

WHEREAS, it is intended to be part of the development plan of said real estate that the same shall be restricted according to the use and development, and,

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, and for the protection of the present and future owners of lots or tracts in 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 are 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 hereinafter provided for their violation or attempted violations as fully as if incorporated into and made a part of each conveyance.

1. LAND USE: Each lot or tract shall be used for single-family residential purposes only. There shall be no business operated on any lot or tract. No mobile homes, house trailers or farm animals are allowed. No carports are allowed.
2. BUILDING SITE: Each home shall contain not less than 1,100 square feet of living space. Any barn or out-building shall not be located in front of the dwelling and shall be at least 50 feet from the front setback property line. Outbuildings are permitted up to 8'x12' in size, and shall be maintained in a good condition at all times. The exterior color of all structures shall be neutral and muted tones, to be approved by the developer.
3. LOCATION OF BUILDING: Dwellings shall be located within the setback requirements as specified on the recorded plat and consistent with requirements of Bradley County Health Department, which is required to ascertain the location of the septic system, whichever restrictive condition is greater.
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 the re-subdivision of any lot or tract contain less than one acre of land.
5. UTILITY AND DRAINAGE EASEMENTS: There shall be imposed upon all lot or tract lines a utility and drainage easement or easement as shown on the aforementioned plat. If more than one lot or parts of lots are added together they shall be considered a single lot for the purposes of this provision.
6. FENCING: Permanent boundary fencing may be installed per the following specifications:
  1. May be constructed of vinyl or wood.
  2. Fence posts must be 6" x 6" in diameter.
  3. Must be no shorter than 6' and no taller than 8'.
  4. Each panel section shall have;
    1. 2" x 6" top stringer, 2' x 6" bottom stringer, 2" x 6" center stringer.
    2. Shall look the same from each side of the fence.
  5. Shall be installed along the side and rear parcel boundary lines, up to the front setback of the structure. Fences shall not be constructed from the front of the house to the street.
7. TEMPORARY STRUCTURE OR MOBILE HOMES: No mobile homes, house trailers, tents, shacks or other buildings or a temporary character shall be erected or moved onto any lot or tract within said Subdivision.
8. ANIMALS: Except as specified in paragraph 1 above and as limited therein, no animals except household pets shall be kept on said lots or tracts and they shall not be kept or maintained for any commercial purposes. Neither shall any of the calves, cows, ponies or horses be kept or maintained for any commercial purpose. If animals are kept they shall have housing which shall be warm and shall be kept neat, clean and maintained at all times in good condition.

9. SEPTIC TANKS: All dwellings not connected with public sewers shall be equipped and property served by a septic system constructed in accordance with the requirements of the Polk County Health Department.
10. GARBAGE: All garbage / rubbish shall be concealed by shrubbery or materials used in the exterior construction of the dwelling so as not to be visible from the street. All lots or tracts shall be kept in an orderly manner at all times and shall not resemble a junkyard.
11. 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 junk, such as stoves, appliances, dismantled automobiles, etc., shall constitute a nuisance per se.
12. TERM: The covenants herein shall be binding upon all parties and all persons claiming under them for twenty (20) years from the date of recording. They shall automatically be extended for successive periods of ten (10) years each unless by a vote of the majority of the then owners of the lots or tracts within said Subdivision it is agreed to change said covenants in whole or in part. For the purpose of this voting, each lot or tract as originally shown on the recorded plat shall have one vote.
13. INVALIDATION: The invalidation of any of these covenants or any work, phrase or clause herein by judgment, or court order, or otherwise, shall not affect any other provisions, all of which shall remain in full force and effect.
14. 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 within the Subdivision, 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 incurred by the prosecuting parties, which costs and attorney fees are prescribed as liquidated damages; and the offending party 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 violation of said Restrictions.

WITNESS my signature this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Southeast Land Trust, GP**  
**A Tennessee General Partnership**

\_\_\_\_\_  
by Chris Townsend  
General Partner

[INSERT NOTARY]