

State of Tennessee, County of BRADLEY  
 Received for records the 09 day of  
 FEBRUARY 1999 at 10:49 AM. (2008 17-01)  
 Recorded in official records  
 Book 10 pages 653- 657  
 State Tax \$ .00 Clerks Fee \$ .00  
 Recording \$ 22.00, Total \$ 22.00  
 Registrar of Deeds HERMAN ODELL 34-55530  
 County Register MELISSA PATRICK

EX 10 PG 653

This Instrument Prepared By  
 JTT Development LLC.

**RESTRICTIONS:** PART A. PREAMBLE, WHEREAS, the undersigned officers of JTT Development, LLC., are the true and lawful owners of certain lands located in the First Civil District of Bradley Co., TN., described as the Shady Hollow Subdivision Phase One as shown by plat dated the 17th day of October, 1998 and recorded in Plat Book//, Page// in the Registers Office of Bradley County, Tennessee.

1. **Land Use.** All lots within said subdivision shall be used for single family purposes only. There shall be no business activity or commercial enterprise of any kind operated out of any home. There shall not be more than one dwelling on each lot. Clotheslines, if erected, shall be located to the rear of all houses and shall not exceed in length the width of the house. Once construction of an improvement has begun, it shall be completed in not less than six (6) months; otherwise it shall be a "Nuisance" paragraph herein. No dwelling erected on any lot in said subdivision shall exceed 2.5 stories in height, and a proper garage for not more than three(3) automobiles. All residences must be approved by the developers. All residences must be

underpinned with masonry, vinyl, or other suitable material approved by the developers. No residence of a temporary character shall be permitted under any circumstance.

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2. Dwelling Minimum Size. No dwelling shall be permitted on any lot having a ground floor area of the main structure exclusive of one story open porches, breezeways and garages of less than 1100 square feet nor less than 900 square feet for a dwelling of more than one story on the ground floor, and for the purpose of this provision, finished basements, the lower area of a split level or split foyer or garage areas shall not be included in computing the ground floor square footage area. All homes shall be of a minimum width of 24 feet.

3. BUILDING LOCATION. All buildings must face the existing county roads. Setbacks as per plat recorded in Plat Book // , Page 105 in the Bradley County Register Of Deeds Office.

4. NUISANCE. 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. Dismantling or partially-dismantling of automobiles will not be permitted on the properties. Burned buildings not repaired or removed within forty-five (45) days shall be considered nuisances, per se.

5. STRUCTURES. There shall be no more than one outbuilding of any type allowed on any lot at any time. Outbuildings, whether garages and/or utility rooms shall be constructed of the same type quality kind and color materials of the residence. Manufactured housing and mobile homes shall be used on any lot at any time. This provision shall not preclude the construction of a swimming pool or outdoor fireplace of the approximate ground level construction; however, such shall comply with the setback lines specified on the plat recorded in Plat Book // , Page 105 In The Bradley County Register Of Deeds Office. An above ground pool is specifically permitted however, it must be enclosed by a board privacy fence of at least six feet in height.

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BK 10 PG 655

6. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs or cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes. Such activities shall be specifically restricted and excepted from the subdivision. Any pet which is kept or allowed outside shall be maintained inside a fenced enclosure. The fenced enclosure shall be to the rear of the residence with a minimum of four feet chain-link fence or a six foot privacy fence. There shall be no other fences of any kind.

7. SUBDIVISION OF LOTS. No lot may be subdivided by anyone so as to reduce its size by more than (90%) of its original recorded plat size. The purpose of this provision is to allow an addition to another lot of such land as would be necessary to aid in a setback line requirement should there be a construction error as to location. However, this provision does not preclude the building upon two or more lots, in which case said lot shall be considered one lot with these restrictive covenants. In no event shall any lot be divided for the purpose of creating a new or separate lot for building purposes. Furthermore, no lot shall ever be used for road purposes for access to adjacent lands outside the subdivision.

8. SEPTIC TANKS. All dwellings 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, and in all cases prior to construction, the Bradley County Health Department shall be contacted for their approval of the construction plans

9. DRAINAGE AND UTILITY EASEMENTS. Refer to the Shady Hollow subdivision Plat recorded in Plat Book 11, Page 105, in the Bradley County Register of Deeds Office.

BK 10 PG 636

10. SPECIAL RADIO EQUIPMENT. There shall be no type of radio or equipment using airwaves by any residence or individual in residence which will interfere with the normal of radio and televisions or other appliances used or maintained in subdivision.

11. GARBAGE. All garbage and rubbish and like material shall be concealed by shrubs or materials used in the exterior construction of the dwelling so as not to be visible from the street, except when and upon the day of being picked up for disposal.

12. TERM. These covenants are to 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 these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the majority of the owners of the lots has been recorded changing said covenants in whole and in part, and for the purpose of voting each lot has one vote.

13. INVALIDATION. The invalidation of any of these covenants or any word, phrase, or clause herein by judgement or Court Order or otherwise, shall not effect any other provision, 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

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*File  
Richmond*

Prepared By: JJT Development, LLC  
Cleveland, TN

AMENDMENT

of

RESTRICTIONS	)	<u>PART A. PREAMBLE.</u> WHEREAS, JJT
of	:	Development, LLC, is the true and lawful
SHADY HOLLOW	)	owner of certain lands located in the
	:	First Civil District of Bradley County,

TN, described as Shady Hollow, Sections One and Two, as shown by plats recorded in Plat Book 11, pages 105 and \_\_\_\_\_, in the Register's Office of Bradley County, Tennessee.

WHEREAS, the LLC previously recorded restrictions in Book 10, page 653, in the said Register's Office, as to Section One, and said restrictions contain certain defects; and

WHEREAS, it was the intent of the LLC, to impose said restrictions onto Shady Hollow, Sections One and Two and all undeveloped tracts included in the property conveyed to them in Deed Book 398, page 453, in the said Register's Office, whether or not they be mentioned or referred to in subsequent conveyances of said Lots or portions thereof.

WHEREAS, Lots 2 and 3, have previously been sold and are therefore not affected by this amendment.

NOW THEREFORE, for a valuable consideration, the receipt of which is hereby acknowledged, JJT Development, LLC, by its duly authorized officers, AMENDS the Restrictions in Book 10, page 653, in the following respects:

Paragraph 1. is amended to read:

1. LAND USE. All Lots within said Subdivision shall be used for single family purposes only. There shall be no business activity or commercial enterprise of any kind operated out of any home. There shall not be more than one dwelling on each lot. Clotheslines, if erected, shall be located to the rear of all houses and shall not exceed the width of the house in length. Once construction of an improvement has begun, it shall be completed in not less than six (6) months, otherwise it shall be considered a nuisance under the "nuisance paragraph herein. No dwelling erected on any lot in said subdivision shall exceed two and one-half (2.5) stories in height or have a proper garage for more than three (3) automobiles. All foundations must be stucco, split face block, brick, mountain stone, etc. (no plain block showing). All driveways must be concreted, except for Lots 9, 22 and 23, in which case asphalt or concrete will be permitted. ALL HOUSE PLANS MUST BE APPROVED by the developers.

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Paragraph 2. is amended to read:

2. DWELLING MINIMUM SIZE: The minimum square footage of finished living area of each dwelling on any lot, exclusive of open porches, breezeways and garages, unfinished basements, etc., shall be 1050 square feet, with a minimum of 700 square feet on the main floor of any dwelling with more than one floor.

Paragraph 5. is amended to read:

5. STRUCTURES. No dwelling of a temporary character including trailers, mobile homes, modular homes, basements, tents, or shacks shall be used on any lot at any time, either temporarily or permanently. There shall be no more than one detached building, of any type allowed on any lot at any time. Said detached building, whether it is a garage, utility or storage building, shall be constructed of the same type, quality, kind and color of materials as the residence. Houses must be stick-built of new construction. There shall be no pre-manufactured homes and/or doublewides permitted. This provision shall not preclude the construction of a swimming pool or outdoor fireplace of the approximate ground level construction. An above ground pool is specifically permitted, provided it must be enclosed by a board privacy fence of at least six feet in height. However, all such structures must comply with the setback lines specified on the recorded plat for said Subdivision.

The following paragraph is added as Item 15:

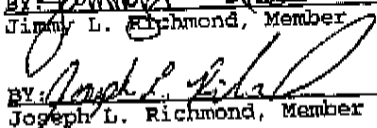
15. FENCES. Board or chain-link fences will be permitted only extending from the rear line of the house and back. No fence shall be located in front of any house, whatsoever.

The restrictions filed in Book 10, page 653, shall remain in full force and effect as set out, with the exception of those paragraphs amended and/or added herein, and these paragraphs shall be substituted for the original language in Book 10, page 653, in the ROECT.

WITNESS the signatures of the duly authorized offices of JUT Development, LLC, this 20 day of April, 1999.

JUT DEVELOPMENT, LLC

BY:   
Jimmy L. Richmond, Member

BY:   
Joseph L. Richmond, Member

BK 25 PG 673

of such violation shall be subject and liable at the suit of any interest owner or holder or of any group of owners or holders of any lots within the subdivision, or of the then-constituted 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 Said 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.

**AMENDMENTS.** Joseph L. Richmond and Jimmy L. Richmond, or either of them, may, for a period of ten (10) years following the recordation of these restrictions, amend or modify any paragraphs herein or add any additional restrictions or limitations or reduce the requirements as set forth herein for any lot without notice to any other owner or holders of any interest to said lots within said subdivision. However, it is agreed that no change shall change the requirement for residential purposes only.

WITNESS our hands and seals this 2nd day of February, <sup>1999</sup>~~1998~~ *JLR*

*Jimmy L. Richmond*  
Jimmy L. Richmond

*Joseph L. Richmond*  
Joseph L. Richmond

STATE OF TENNESSEE ) Before me personally appeared Jimmy L.  
COUNTY OF BRADLEY ) Richmond and Joseph L. Richmond, 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 2nd day of February, <sup>1999</sup>~~1998~~.



*Jenny Waters* NOTARY PUBLIC  
My Commission Expires 6-6-2000

*Give To Becky Richmond*