



floor and second story, basement not to be included; "Split-Foyer" -- the foundation alone must have sixteen hundred (1600) square feet; "Two-Story" -- the ground floor only shall be used in computing the square footage area and no basement and no second story, and all buildings except split-foyers shall have attached a single or double garage or carport regardless of the square footage area. A split-foyer dwelling may have attached or adjacent to the house a double or triple car garage or carport, but is not required.

B-4. BUILDING LOCATION. No buildings shall be located on any lot nearer than fifty (50) feet to the front lot line or nearer than twenty-five (25) feet to any side street line or nearer than twenty-five (25) feet to any interior lot line. Houses sitting on corner lots shall be constructed to face either street and the street shall be considered the front lot line. All barns allowed shall be located not nearer than one hundred fifty (150) feet to the front lot line and shall have the twenty-five (25) feet setback as required of all buildings as set out herein.

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. The allowing of junk or other debris to accumulate in the yard or upon the premises and the allowing of dismantled or partially dismantled automobiles or burned buildings not repaired or removed within sixty (60) days shall all be considered nuisances per se.

B-6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding 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 said lots.

B-7. LIVESTOCK AND POULTRY. Except as provided hereinabove, 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 that they are not kept, bred or maintained for commercial purposes.

B-8. SUBDIVISION OF LOTS PROHIBITED. No lot may be re-subdivided into lots of smaller area, except for incorporation into another 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, and in no case shall any lot be reduced in size more than ninety (90%) per cent of its original area; however, this provision shall not preclude a person from buying more than one lot and building near the center of them or to 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, and not outside toilets shall ever be permitted upon any lot in this subdivision.

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 for the same purposes is reserved over all lot lines that abutt the exterior of the subdivision lines; and an easement over the front fifteen (15) feet of each lot is reserved for utility installation and maintenance. Under this item, the use of two or more lots for one-family unit, shall be considered "one lot".

B-11. STREETS AND EASEMENTS. All streets shown on the Plat are hereby dedicated to the public use; and all easements reserved are reserved and dedicated for the use of the owners or holders of lots for water, gas, sewer, electricity or other utilities and for other appropriate and legitimate purposes to the full extent that their uses does not interfere with the rights of the owners or holders of any other abutting lots. No public telephone, sewer, water or other public lines or services shall run into or across any lot except through and along such easement. This restriction does not apply to house service connecting lines.

B-12. MAINTAINING OF CURBING AND STREETS. The owner of each lot, particularly during construction, shall maintain and keep in good repair the curbing and streets adjacent to said lot, and shall replace and/or repair same that are damaged by himself, his builders, agents, or servants. And after construction, the owner shall continue to maintain the curbing and streets until such time the maintenance of the same have been taken over and fully accepted and maintained by the appropriate governmental authority. Curb cut for drive shall be made prior to beginning of construction.

PART C. COVENANTS.

C-1. 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 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; and 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 the 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 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 proceedings, 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 but shall be in addition to any other remedies allowed by law in such cases at the time or times of violations of said restrictions.

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

WITNESS our hands and Seals this 5th day of April 1978.

CARROLL, GREENE, CAWOOD & NEASE LAND CO., INC.

By Glen W. Greene  
Glen W. Greene, President

ATTEST:

By Clarence C. Nease  
Clarence C. Nease, Secretary

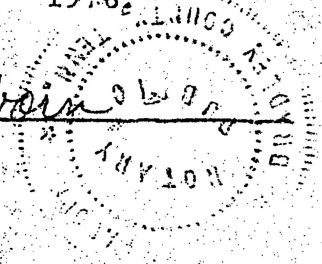
STATE OF TENNESSEE )  
COUNTY OF BRADLEY )

Before me, the undersigned Notary Public in and for said County and State, personally appeared GLEN W. GREENE and CLARENCE C. NEASE, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Secretary of CARROLL, GREENE, CAWOOD & NEASE LAND CO., INC., the within named bargainer, a Tennessee Corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by themselves as President and Secretary.

My Commission Expires 8-7-78

WITNESS my hand and Seal this 5th day of April 1978.

Jane Seaborn  
NOTARY PUBLIC



STATE OF TENNESSEE, BRADLEY COUNTY  
THE FOREGOING INSTRUMENT AND CERTIFICATE WERE NOTED  
IN NOTE BOOK 40 PAGE 392 BLOCK A  
19 78 AND RECORDED 100  
PAGE 131 STATE TAX PAID \$ 100 FEE  
RECORDING FEE 8.00 TOTAL \$ 8.00 WITNESS MY HAND.  
RECEIPT NO 30928

James F. Lopez

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