

is hereby acknowledged, and in further consideration of a desire and intent to promote Bowman Forest, a subdivision near Cleveland, Tennessee, as a residential neighborhood of the best class and to maintain therein a high standard of neighborhood and of property values for the benefit of all purchasers, owners and holders of lots therein, and in further consideration of the purchase of said lots by persons desirous of owning property in such neighborhood, I, M. C. Headrick, Trustee, the owner of Bowman Forest, Cleveland, Tennessee, hereby impose on the lots therein, the following special covenants and restrictive conditions which are hereby made covenants and restrictions to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of lots, and all conveyances of land shall be accepted subject to such special covenants and restrictive conditions and to the penalties hereinafter provided for violation, as fully as if incorporated into and made a part of such conveyances in detail. The restrictions set out herein shall be binding upon all present or future owners of lots in said subdivision and upon all persons claiming under them until August 1, 1994, at the following which time said covenants shall be automatically extended for successive periods of ten (10) years, unless within sixty (60) days of the end of the original period of these restrictions or any subsequent ten (10) year period of automatic extension by vote of a majority of the owners of the lots, it is agreed to change said covenants, in whole or in part, as and when evidenced by record of proceeding of voting duly registered in the Office of the Register of

HOLLANDS COPY

This instrument was prepared by  
Pearson B. Mayfield, Attorney  
Cleveland, Tennessee

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Bradley County, Tennessee. The conditions and limitations set out herein may be enforced from time to time by appropriate action of any one or more owners or occupants, as more fully set out below.

If the lot owners or any of them or their heirs, assigns or successors in title shall violate, or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real estate situate in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent them or him from so doing or to recover damages or other penalties for such violation. These restrictions are in addition to any other legal remedies available at the time of the violation.

Invalidation of any of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

The Plan of Bowman Hills Section V, Cleveland, Tennessee, shall be in all respects as set out in that certain Map or Plan of the Subdivision prepared by Neal Sanders under date of August, 1969, as recorded in Plat Book 3, Page 191, in the Register's Office of Bradley County, Tennessee, which Map is made a part hereof as fully as if incorporated herein, and the within written plan is also made a part of said Plat as fully as if shown in detail thereon.

No building shall be erected, placed or altered on a lot until the construction plans and specifications and plans

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showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade elevation. Approval shall be as provided in subsequent paragraphs of this instrument.

Each and all the respective lots and areas of the subdivision are and will be conveyed subject only to the following covenants, restrictions, conditions and limitations, to-wit;

1. All lots shall be used for residential purposes only, and no building shall be erected on said lots other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. No residence shall be erected with less than one thousand, six hundred (1,600) square feet of living area exclusive of porches, breeze-ways, carports, basements and the like.

3. No activity nor condition shall be carried out or allowed to exist on any lot in the whole subdivision which constitutes any nuisance or annoyance to any owner or resident of the neighborhood.

4. No lot may be resubdivided into lots of smaller area, except for incorporation into another lot or lots in which case, a subdivided area and the lot to which it is newly attached shall be considered one lot for the purposes of this plan.

5. All dwellings shall be constructed so as to front on the street abutting the front of the lot as originally laid out on the Plat and shall be set back not less than

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thirty-five (35) feet from such street. No building shall be located nearer than ten (10) feet to any interior lot line, except that a five (5) foot minimum sideyard shall be permitted for a garage or car port to the other permitted buildings located ten (10) feet or more from the setback line.

6. An easement to construct and operate electric power lines in the streets in said Subdivision has heretofore been granted to the City of Cleveland for the use and benefit of the Cleveland Electric System, by instrument dated August 25, 1969, recorded in Miscellaneous Book X-4 Page 460, in the Register's Office of Bradley County, Tennessee. According to the terms of that instrument, the Grantee is given the right to trim and remove trees and brush on adjoining property which might interfere with the operation of said power lines, and each lot is conveyed subject to the terms and conditions of said easement or right of way, to which reference is made.

7. No structure of a temporary nature, 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. All buildings shall be constructed of first class new material, and no asbestos or imitation brick siding shall be permitted.

8. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale

or rent, or signs used by a builder to advertise the property during the construction and habitation period.

9. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. No individual water supply system shall be permitted on any lot, unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

13. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

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14. No building shall be placed nor shall any structure or refuse be placed or stored on any lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer, provided that the natural water course is not altered or blocked by such fill.

15. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

The Architectural Control Committee shall be composed of M. C. Headrick, Pearson B. Mayfield and Donald N. Ervin. The majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee or its designated representative shall be entitled to any

compensation for services performed pursuant to this covenant.

At any time, the then recordowners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to the Committee any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required, and the related covenants shall be deemed to have been fully complied with.

STATE OF TENNESSEE, BRADLEY COUNTY

going instrument and certificate were noted

Book K, Page 308 AUG 08 '69 11:00 AM

and recorded in Misc Book 84

State Tax Paid \_\_\_\_\_ Fee \_\_\_\_\_

Reg Fee 2.00 Total \$ 2.00 Witness my hand.

No. 10209

James F. Logan - Register

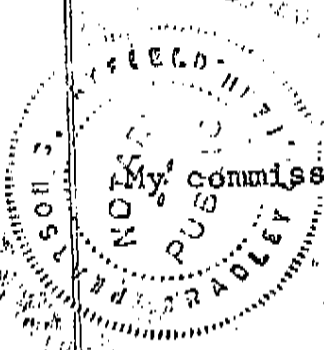
WITNESS my signature, this 1 day of August, 1969

M. C. Headrick  
Trustee

STATE OF TENNESSEE )  
                                  :  
COUNTY OF BRADLEY )

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally came M. C. Headrick, Trustee, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and expressed.

Witness my hand and Notarial Seal, this 1 day of August, 1969.



My commission expires: \_\_\_\_\_

[Signature]  
Notary Public

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