

Return to

✓ Prepared by J. Michael Sharp, Attorney
Cleveland, Tennessee

RESTRICTIONS) FOR A VALUABLE CONSIDERATION, the receipt
: of which is hereby acknowledged, I,
CUMBERLAND HILLS) JAMES E. SHARP (and my wife, ALMA SUE
SUBDIVISION) SHARP, who joins herein for the purpose
: of giving her consent), of Bradley
County, Tennessee, being the owner of land known as CUMBERLAND HILLS
SUBDIVISION, a Plat of which is recorded in Plat Book 11, page 142,
have divided said property into building lots and/or tracts, and in
order to develop, protect and maintain a desirable community and high
standards of property values therein, and with the intent that each
dwelling shall have at least \$75.00 per square foot cost for any one-
story dwelling, and \$70.00 per square foot cost for any 1-1/2 story or
2-story based upon 1999 prices, and for the benefit of all purchasers,
owners, or holders of lots or tracts within said subdivision, the
following special covenants and restrictive conditions to run with the
land, whether or not they be 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 violation as
fully as if incorporated into and made a part of each conveyance in
detail.

1. LAND USE. All lots or tracts shall be used for residential purposes only. There shall be no business of any kind located upon any lot or tract, nor shall any business of any kind be operated out of any home. At no time shall any lot or tract be used in whole or part as a street or right of way or for any utility easement connecting from said street within the subdivision with any land outside the subdivision, EXCEPT WITH THE EXPRESS WRITTEN AND RECORDED APPROVAL OF THE DEVELOPER, HIS HEIRS OR ASSIGNS.

2. ARCHITECTURAL CONTROL. No construction of any building shall begin until the plans and specifications and a plan showing the location of the structure shall have been approved by James E. Sharp or one or more persons designated by him, or by a property owners committee if such shall have been created. IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS OR TRACTS IN THIS SUBDIVISION AGREE that the architectural control committee may require any changes, not otherwise prohibited in these restrictions, concerning size, design, style, location, type of exterior, etc., with regard to the building. The decision of James E. Sharp or his successor in interest, or the committee if such shall have been appointed, shall be final. Where the conflict cannot be reconciled, James E. Sharp or his successors in interest, shall, upon demand of the original purchaser, refund, without interest and without payment of any other expenses, the principal amount originally paid to James E. Sharp for the lot or tract in conflict.

3. BUILDING TYPE AND LOCATION. No structure shall be erected or maintained on any lot or tract other than a detached single-family dwelling not to exceed two and one-half stories in height, and no more than one (1) residence shall be permitted upon any one lot or tract. An outbuilding may be erected or located to the rear of the main dwelling and not in front of any other home in the subdivision, and shall be 10 feet from any adjacent property line or set back from the property lines as set out on the recorded Plat, whichever is greater. Each dwelling shall have an attached garage or carport which shall be attached to the main dwelling itself.

All structures including garages and outbuildings shall be constructed of new materials, and unless of brick or rock or of some non-fading material, the same shall be painted and maintained in a good condition at all times, and all structures must be approved as noted in Paragraph 2 above.

There shall be no dwellings or buildings erected of stucco or of a geodetic dome design, or of any extremely unusual design without the express approval of the developer, his heirs and/or assigns. There shall be no artificial or man-made stone materials used on any house or building or at any location on any lot or tract. All roofs on all

buildings shall be covered with a minimum of asphalt shingles of briarglass quality and/or shall be a laminated tab shingle that is equivalent to a briarglass shingle which retails for a minimum of \$40.00 per square based on January 1999 prices. All asphalt shingled roofs shall be of a quality material determined to be of a minimum of 25-year duration. Furthermore, all asphalt shingled roofs, as well as any and all other roofing materials used, shall have a retail cost of a minimum of \$40.00 per square based on 1999 prices. Under any and all circumstances on any lots or tracts in Cumberland Hills Subdivision, all roof and/or roofing materials must be approved by the Subdivision developer. All roofs shall contain a minimum pitch ratio of 7 to 12. All foundations on all buildings, including but not limited to garages and outbuildings, shall be of brick or mountain stone unless otherwise approved by the developer, his heirs and/or assigns. There shall be no metal, wire, or chain link fencing in front of any dwellings (either along the side or front boundaries) and all fences shall be of new materials and kept in a good condition at all times.

Dwellings shall be set back from the street as set out on the recorded Plat.

4. COMPLETION. Once construction has begun, all residences shall be completed in not more than ten (10) months, otherwise it shall be considered a nuisance under the terms of these restrictions.

Upon completion of the construction of the main dwelling, the owners of each lot or tract in this subdivision shall expend for landscaping a minimum of one percent (1%) of the total cost of the land and buildings. This provision shall apply to any re-construction of any destroyed dwelling. This landscaping shall be completed within ninety (90) days from the date of the filing of the notice of completion, or from the date of the initial occupancy of the dwelling, whichever is first to occur.

5. DRIVEWAYS DURING CONSTRUCTION. Before any construction is begun, a temporary driveway with at least crusher-run stone thereon shall be installed and said drive shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road. After construction is completed, the driveway located upon the lot shall be composed of a suitable hard surfaced material, either hotmix asphalt or concrete, and no dirt or gravel driveways will be permitted and maintained after construction is complete. Said driveway shall be paved and/or concreted within ninety (90) days after initial occupancy of the dwelling, or within ninety (90) days from the date of the filing of the notice of completion, whichever is first to occur.

6. 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 resubdivide any lot or tract, but in no event shall the re-subdivision of any lot or tract contain less than one-third (1/3) of an acre of land. However, this does not preclude the addition of a portion of a lot to another lot. Furthermore, this provision does not preclude the building upon two or more lots, in which case said lots shall be considered one lot for this provision. No lot or tract shall be divided for the purpose of creating a new or separate lot for building purposes; each division, except as made by the subdivision developer, shall be for the purpose of adding to an adjacent tract of land.

7. DWELLING SIZE.

A. The minimum square footage of living area of each single level dwelling, exclusive of basements, porches, breezeways, terraces, garages, carports, etc., shall be 2,000 square feet. For any one and one-half and two-story dwellings, the minimum square footage of living area of said one and one-half and/or two-story dwellings, exclusive of basements, porches, breezeways, terraces, garages, carports, etc., shall be 2,400 square feet of heated space.

B. The square footage of any split-level or other non-designated dwellings shall be as the subdivision developer shall approve in accordance with Paragraph 2 of these restrictions above set out. Any dwelling located within said subdivision shall have a two-car attached garage or two-car attached carport. Garages with openings concealed from the street shall be desired; however James E. Sharp or the committee, or his designee under Paragraph 2 above, or his heirs or assigns, may permit different locations. Under no circumstances shall

there be any dwelling erected for the purpose of housing servants or a guest quarters, i.e., there shall be no servants quarters or guest quarters located on any lot or tract. The decisions of James E. Sharp, his successor in interest, or the committee, as applicable, and as set forth in Paragraph 2 above, shall use the conditions in this paragraph as a guide. It is clearly understood that these provisions are not mandatory under the architectural control provisions.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except 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 sales period.

9. DRILLING. No oil drilling, oil development operation or refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, etc., be permitted upon any lot.

10. WATER SUPPLY SYSTEM. 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 health authorities, and approved by the subdivision developer, his heirs and/or assigns. Approval of such system as installed shall be obtained from such authority as well as the developer of the subdivision, and/or his heirs and assigns.

11. SWIMMING POOLS. No above ground swimming pools shall be permitted. Any pool constructed shall be fully covered on all sides so that it is only exposed at the top and must be located to the rear of the house or suitably fenced to blend with the with the house as approved by the architectural control committee and/or the subdivision developer, his heirs or assigns. The swimming pool shall conform to the side yard setback requirements as set out in these restrictions unless all abutting landowners waive, in writing, this requirement.

12. MAINTAINING OF CURBING. 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 the curbing and/or the streets that are damaged by himself, his builders, agents or servants.

13. LOT CONSTRUCTION SITE. It is the lot owner's responsibility to maintain the lot construction site in a neat and habitable manner. Specifically, that under no circumstances shall any owner/builder dump pieces of unused sheetrock, insulation, or any other building materials onto the lot. The lot owner also specifically agrees to return any adjoining lot to its original condition in the event any adjoining lot is affected by construction on a specific lot.

14. SPECIAL RADIO EQUIPMENT. There shall be no type radio or equipment using air waves which will interfere with the normal reception of radio and television or other appliances used or maintained in the subdivision.

15. WINDOWS. All dwellings constructed in this subdivision shall have wood-framed, double-paned insulated windows and/or be of top quality, and shall be approved in all cases by the subdivision developer and/or his heirs or assigns. However, this shall not preclude the use of a vinyl clad window such as an Andersen window or Peachtree window or other similar high quality vinyl clad window.

16. UTILITY AND DRAINAGE EASEMENTS. There shall be imposed upon all interior lot or tract lines a utility and drainage easement of five (5) feet, and ten (10) feet on all lot or tract lines abutting the land adjacent to the subdivision; there is also imposed upon the tracts a fifteen (15) foot utility easement along the street lines unless a greater drainage and/or utility easement is set out on the recorded Plat in which case the greater drainage and/or utility easement will apply.

17. TEMPORARY STRUCTURE OR MOBILE HOMES. No mobile homes, double wides, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot or tract within said development. Specifically prohibited is the partial construction such as a basement of a house and moving prior to the full completion of said house. Such structure shall be considered temporary and prohibited.

18. ANIMALS. Except as otherwise set out herein, no animals, livestock or poultry of any kind, or swine 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 purposes.

19. SEPTIC TANKS. All dwelling houses 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. However, public sewer shall be provided, and it is the intent and desire of the developer that all dwellings in said Subdivision be connected with and serviced by the public sewer that is provided.

20. 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 trailers, junk, such as stoves, constitute a nuisance, per se. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise shall likewise constitute a nuisance, per se. Also, the non-removal for ninety (90) days after occupancy of a dwelling of all building material, such as block, bricks, lumber, etc., from street view shall be a nuisance, per se. Also, any dwelling which has been destroyed or damaged to any degree which is externally visible shall be repaired or removed within six (6) months from such destruction or damage: the failure to do so shall be a nuisance, per se. Except as otherwise noted herein, satellite dishes or visible antennas of any kind are prohibited. Installation of or allowing of these satellite dishes or antennas upon the realty shall be considered a nuisance per se. However, each lot or tract shall be permitted to have one (1) of the new small direct dish satellites not to exceed approximately eighteen (18) inches in diameter. Said small satellite dish shall not be permitted to be located to the front of any dwelling unit. The Developer, his heirs and/or assigns, has sole authority to approve or disapprove of any satellite dish and the location thereon. The Developer reserves the right to remove dangerous or dead trees, briars, weeds, vines, etc., from any vacant lot so long as it is vacant with the cost to be assessed to the lot owner.

21. MOTOR HOMES, BOATS, CAMPING TRAILERS OR TRAVEL TRAILERS. No motor home, boat, boat trailer, travel trailer, camping trailer, or other similar trailer vehicles, whether motorized or not, shall be parked for longer than a three (3) day time limit in any driveway in front of a structure or in the front yard of, or to the side of, any dwelling, nor on any vacant lot so as to be exposed to the street. Such vehicle or trailer shall be parked in a garage, basement or to the rear of any residence so as to be out of the normal view from any street within the Subdivision.

22. STREET DEDICATION. All streets shown on the Plat are hereby dedicated to the public use.

23. SUBDIVISION MAINTENANCE. To maintain the beauty and property values, each lot or tract owner shall be responsible for keeping his entire area in a neat and attractive condition by mowing, trimming, etc. Developer's responsibility other than as landowner, shall terminate upon the "final approval" of the appropriate Planning Commission, as to the subdivision proper.

24. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until 1 September 2024, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of lots or tracts within said development it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot or tract as originally sold by developers, shall have one vote.

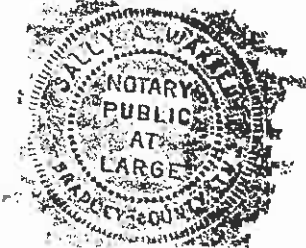
25. INVALIDATION. The invalidation of any of these covenants or any word, phrase, or clause therein by judgment, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.

26. 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 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 damage; and shall also be liable for such other and additional damage 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.

THESE RESTRICTIONS SHALL BE BINDING ONLY UPON THE LOTS AND TRACTS SHOWN ON THE AFOREMENTIONED PLAT. THESE RESTRICTIONS ARE NOT MEANT TO AFFECT NOR INTENDED TO AFFECT ANY OTHER LAND(S) WHETHER ADJOINING OR OTHERWISE OWNED NOW OR IN THE FUTURE BY THE OWNER/DEVELOPER OF CUMBERLAND HILLS SUBDIVISION.

WITNESS our signatures this 4th day of October 1999.



James E. Sharp
James E. Sharp
Alma Sue Sharp
Alma Sue Sharp

STATE OF TENNESSEE)
COUNTY OF BRADLEY)

Before me personally appeared JAMES E. SHARP and wife, ALMA SUE SHARP, 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 4th day of October 1999.

Sally A. Warren NOTARY PUBLIC
My Commission Expires June 12, 2000

State of Tennessee, County of BRADLEY
Received for record the 05 day of
OCTOBER 1999 at 1:15 PM. (RECH 35595)
Recorded in official records
Book 1009 pages 1006-1010
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 22.00, Total \$ 22.00,
Register of Deeds HERMAN OBELL SWAFFORD
Deputy Register NAOMI TRIMBLE