

FILE  
Ridge  
(Paul 5)

✓  
Prepared by David S. Humberd  
Attorney, Cleveland, TN

**RESTRICTIONS OF MADALYN'S RIDGE, PHASE 2**

**PART A. PREAMBLE:** WHEREAS, the undersigned, being the original property owners owning lots in MADALYN'S RIDGE, PHASE 2 (consisting of Lot Nos. 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18), as shown by Plat recorded in Plat Book 16, page 56, in the Register's Office of Bradley County, Tennessee, and

WHEREAS it is part of the development plan of said land that the same shall be restricted according to use and development, (the development consists of section two only, and these restrictions do not apply to future development by the original owners, and no negative reciprocal easement shall arise as to the other property owned by the original owners), and

**NOW THEREFORE, IN CONSIDERATION OF THE PREMISES,** and for the protection of the present and future owners of lots in Madalyn's Ridge Phase 2, the following special covenants and restrictive conditions, which are hereby made covenants to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or portions thereof, and all conveyances shall be accepted subject to said covenants and conditions:

1. **LAND USE.** All lots within said subdivision shall be used for single-family residential 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. Once construction has begun, it shall be completed in not less than twelve (12) months; otherwise, it shall be considered a nuisance under the "nuisance" paragraph herein. No dwelling erected on any lot in said subdivision shall exceed 2-1/2 stories in height. Exposed masonry shall be stuccoed, or faced with brick or mountain stone.

2. **DWELLING MINIMUM SIZE.** No dwelling shall be permitted on any lot having a floor area of the main structure, exclusive of porches, breezeways and garages of not less than 1,000 square feet. For purposes of this provision, finished basements or garage areas shall not be included in computing the floor square footage area.

3. **BUILDING LOCATION.** Per recorded plat and/or zoning regulations.

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. Dismantled or partially dismantled automobiles or burned buildings not repaired or removed within 45 days shall be considered nuisances, per se.

5. **TEMPORARY STRUCTURE.** No dwelling of a temporary character including trailers, mobile homes, basements, tents, or shacks shall be used on any lot at any time, either temporarily or permanently.

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 this provision.

7. **SUBDIVISION OF LOTS.** No lot may be subdivided by anyone so as to reduce its size to less than 90 percent of its original recorded plat size. The purpose of this provision is to allow an addition to any other 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 for these restrictive conditions. In no event shall any lot be divided for the purpose of creating a new or separate lot for building purposes.

8. **SEWER SYSTEMS.** Each lot shall be required to connect to city sewer service as provided by Cleveland Utilities and shall comply with their requirements and specifications.

9. **DRAINAGE AND UTILITY EASEMENTS.** Drainage and utility easements shall be complied with pursuant to recorded plat and/or zoning regulations.

10. **SPECIAL RADIO EQUIPMENT.** There shall be no type of radio or other equipment using airwaves by any residence or individual which will interfere with the

normal reception of radio and television or other appliances used or maintained in said subdivision.

11. DRIVEWAYS. Each residence shall have a concrete or asphalt driveway.

12. COMMON AREAS. Each lot owner shall have a one-eleventh (1/11th) ownership interest in the common areas as designated by the recorded plat. Each lot owner shall be responsible for 1/11 of the upkeep cost and maintenance of said common areas.

13. TERM. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

14. INVALIDATION. 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.

15. 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 the violation by any party, either owner or tenant, shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lot or lots, or 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.

WITNESS the signatures of the owners this 10 day of October, 2003.

BIG COUNTRY DEVELOPMENT, A TN General Partnership

By: Paul E. Rice, Jr.  
PAUL E. RICE, JR.

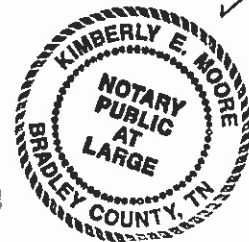
By: Jonathan A. Cantrell  
JONATHAN A. CANTRELL

STATE OF TENNESSEE  
COUNTY OF BRADLEY

On this 10 day of October, 2003, before me personally appeared PAUL E. RICE, JR. And JONATHAN A. CANTRELL, Partners of BIG COUNTRY DEVELOPMENT, a TN General Partnership, to me known (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged such person(s) to be the Partners of BIG COUNTRY DEVELOPMENT a TN General Partnership, the within named bargainor, a partnership, and that such person(s) as such partner(s) executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by such person as partner(s).

My Commission Expires: 3-11-07

Kimberly E. Moore  
NOTARY PUBLIC



State of Tennessee, County of BRADLEY  
Received for record the 10 day of  
OCTOBER 2003 at 12:20 PM. (RECH 141584)  
Recorded in official records  
Book 1375 pages 960-961  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 12.00, Total \$ 12.00,  
Register of Deeds RAYMOND SWAFFORD  
Deputy Register BONNIE WILSON