

RESTRICTIONS:

- 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. Clotheslines, if erected, shall be located to the rear of all houses and shall not exceed in length the width of the home. Once construction of an improvement has begun, it shall be completed in less than six (6) months; otherwise it shall be a nuisance under the "Nuisance" paragraph herein. No dwelling erected on any lot in said subdivision shall exceed two and one half stories in height, and a proper garage for not more than 3 automobiles. All home or out building foundations shall be underpinned or skirted with masonry. All masonry shall be bricked or mountain stone or stucco. No uncovered blocks shall constitute the completion of any foundation or other portion of the dwelling. No residence of a temporary character shall be permitted under any circumstances. No manufactured home may be installed of any tract that is more than 5 model years old and must comply with all provisions of the National Manufactured Home Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401, et seq.; the Tennessee Modular Building Act, at T.C.A. Section 68-126-301; and the Tennessee Manufactured Home Anchoring Act at T.C.A. Section 68-126-401.
- 2) **DWELLING MINIMUM SIZE AND OTHER REQUIREMENTS.** 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 split-level or split foyer or garages areas shall not be included in computing the ground floor square footage area. All homes shall be a minimum width of 24 feet and minimum length of 48 feet. No metal exterior siding or metal roll roofing shall be permitted. All homes shall be required to have a minimum landing at every entrance of at least 4 feet by 4 feet.
- 3) **BUILDING LOCATION.** No building shall be located on any lot nearer than 25 feet to the front lot line nor nearer than 15 feet to any side-street line, nor nearer than 10 feet to any interior lot line. Setback and orientation of the home shall conform to that of other homes in the subdivision.
- 4) **NUISANCE.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be 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 45 days shall be considered nuisances, per se.
- 5) **TEMPORARY STRUCTURE.** There shall be no more than one outbuilding of any type allowed on any lot at any time. Outbuildings shall be constructed

1000 Sq Feet

S. Spradley Buyer

Jac Sand Seller

of the same color materials of the residence. Manufactured housing and mobile homes are specifically permitted within the subdivision; however, no structure of a temporary character of any type including 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 approximate ground level construction; however, such shall comply with the setback lines specified in the paragraph hereinabove.

- 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 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 twenty five percent 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 construction error as to location. However, this provision does not preclude the building on 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.** An easement is reserved over the outer 5 feet of all interior lot lines for drainage and utility installation and maintenance, and further, a ten-foot easement for the same purpose is reserved over all lot lines that abut the exterior of the subdivision line. And, an easement over the front and rear 15 feet of each lot is reserved for utility installation and maintenance.
- 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 operation of radio and televisions or other appliances used or maintained in the subdivision.
- 11) **GARBAGE.** All garbage and rubbish and like material shall be concealed by shrubs or materials used the exterior construction of the dwelling so as to not be visible from the street, except when upon the day of being picked up for disposal.
- 12) **AUTOMOBILES AND PARKING PADS.** No truck larger than one ton in size may be parked or kept on any lot except during the construction of the

home. There shall be a minimum of a 20-foot by 20-foot concrete or paved parking pad on each lot to provide for parking. All automobiles must use these parking pads, as no automobiles will be permitted to park anywhere except the driveway and parking pad.

- 13) LANDSCAPING. Landscaping of approximately ~~30 plants~~ must be installed in front of residence. All landscaping and lawns must be neatly maintained. No tree in excess of 6 inches in diameter shall be cut without the written consent of the developer unless the tree is dead or is an immediate danger to the dwelling.

waived

B. Spradley
Buyer

- 14) SIGNS. No sign of any kind shall be displayed to the public view on any tract except one professional sign not more than 5 square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

J. C. Cook
Seller

- 15) 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 years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten years and unless an instrument signed by the majority of the owners of the lots has been recorded changing said covenants in whole or in part, and for the purpose of voting, each lot have one vote.

- 16) INVALIDATION. The invalidation of any of these covenants or any word, phrase, or clause herein by Judgment or Court Order or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.

- 17) 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 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 shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said restrictions.

- 18) RESTRICTED LOTS. Only those lots purchased by K.G.C. Ventures DBA Great American Land-Home in the Mineral Park Subdivision, Bradley County Tennessee are affected by the aforementioned restrictions.

State of Tennessee, County of BRADLEY
 Received for record the 20 day of
 JANUARY 2000 at 3:22 PM. (RECH 427)
 Recorded in official records
 Book 1027 pages 318- 323
 State Tax \$ 66.60 Clerks Fee \$ 1.
 Recording \$ 26.00, Total \$ 93.60
 Register of Deeds HERMAN ODELL SWAFF
 Deputy Register MELISSA MATHEWS