

ROBCT) which lie within 210 feet of the right-of-way of Kyle Lane should be restricted by the defendant, Edwin Kyle, to single-family residential use. The court further finds that a 50-foot buffer zone should be established between the restricted and unrestricted portions of said Tract and either restricted by said defendant to single-family residential use, or used for road access purposes, in order to provide a reasonable buffer zone adjacent to the restricted area.

The court further finds that all remaining property owned by the defendants, or any of them, in the vicinity, should not be burdened with restrictions and should be declared by the court to be free from any equitable servitude.

Accordingly, the court ORDERS, ADJUDGES, and DECREES that the real estate of defendants C. A. Kyle, Jr., George R. Johnson, and Donald N. Ervin, known as Tract 38-0 (as shown on Exhibit 1) (deed reference - First Tract, Deed Book 271, page 848, ROBCT) and upon those portions of Tract 53 (as shown on Exhibit 1) (deed reference - Deed Book 271, page 848, ROBCT) which lie within 210 feet of the Northern boundary of Kyle Acres or within 210 feet of the North or West lines of Kyle Lane be, and the same hereby are, restricted as follows:

1. LAND USE. All lots shall be used for single-family residential purposes only. There shall be no business of any kind located upon any lot nor shall any business, profession, or commercial activity of any kind be operated out of any home. There shall not be more than one dwelling on each lot. Clothes lines, if erected, shall be located to the rear of all homes. Once construction has begun, it shall be completed in not less than twelve (12) months, otherwise, it shall be considered a nuisance under paragraph 10 herein.

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 a Committee composed of C. A. Kyle, Jr., George R. Johnson, and Donald N. Ervin or their representative, or of a then property owners committee, should such be created. It is clearly understood that the Architectural Control Committee may require any changes, not otherwise prohibited in these Restrictions concerning matters governed hereby

3. DWELLING SIZE. The Architectural Control Committee shall maintain the following minimum living area size in dwelling: All dwellings shall contain a minimum of 1800 square feet of living space. Garages and carports with openings concealed from the streets shall be desired. The decision shall be that of the Committee as outlined in paragraph 2 above and while this paragraph is a guide, it is not mandatory upon the Committee.

4. LOCATION OF BUILDINGS. Dwellings should be set back from all streets 35 feet; however, the Committee may, where the topography or aesthetic values dictate, reduce said setback to 25 feet from either or both streets, if appropriate, which shall be the minimum allowed. In all cases, the side line setback shall be 15 feet, and, and the rear lot setback will be 20 feet.

5. SUBDIVISION OF LOTS. No lot may be subdivided by anyone so as to reduce its size by more than 90 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 a construction error as to location. However, this provision does not preclude the building upon two or more lots, in which case said lots 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.

6. UTILITY AND DRAINAGE EASEMENTS. There shall be imposed upon all interior lot lines, a utility and drainage easement of 5 feet and 10 feet on all lot lines abutting the land adjacent to the Subdivision. There is also imposed upon all lots a 15-foot utility easement, along the street lines. All utility wires from street to buildings upon each lot shall be buried. There shall be no exposed service connecting wires for electricity, telephone or otherwise from streets to any structures. However, where the Committee with the Utility is involved deems burying to be inappropriate, the Committee can waive the burying of the utility service connecting lines set forth herein.

7. TEMPORARY STRUCTURE OR MOBILE HOMES. No mobile homes, house trailers, tents, shacks, or any building of a temporary character shall be erected or moved onto any lot or tract within said Subdivision. Specifically, prohibited is the partial construction, such as a basement of a house and moving therein prior to the full completion of said home. Such structures shall be considered temporary and prohibited. However, excluded from this paragraph are campers and camper-type vehicles, which are not used while in this Subdivision as living quarters.

8. ANIMALS. No animals, except for cats and dogs, may be kept upon said lots, and they may not be kept for commercial purposes, and all such animals shall be contained by leash or fences.

9. 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 its approval of the construction plans.

10. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may or may become an annoyance to the neighborhood. The having or allowing of trailers (excluding campers or camper-type vehicles as described in paragraph 7 above), junk, such as stoves, and other appliances, constitute a nuisance, per se. Furthermore, the leaving of automobiles upon the streets, whether dismantled or otherwise, shall likewise constitute a nuisance per se. During construction or otherwise, the moving of debris from one lot to another in the Subdivision shall constitute a nuisance and shall subject the owner of the lot to damages and costs of the removal by the Committee of said debris.

11. MAINTAINING OF CURBING, DRIVEWAYS 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 during the construction, the existent entranceway shall be used by all construction vehicles and no other access to said lot may be used. As a portion of the construction, driveways to the dwelling shall be paved either by concrete or hot-mix asphalt. No curb cuts for driveways shall be made.

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

13. FENCES. Fences shall be located from the rear line of houses extending behind or to the rear of the house and not otherwise. However, a fence that is a part of the design of the dwelling (such as "spanish-style" homes, or wood rails for "rustic" homes) is allowable.

14. MECHANICAL EQUIPMENT. All exterior mechanical equipment shall be concealed by shrubs or by materials used in the exterior construction of the dwelling, so as not to be visible from the street.

15. GARBAGE. All garbage and rubbish and like materials shall be concealed, the same as mechanical equipment in paragraph 14, except when and upon the day of being picked up for disposal.

16. STREET DEDICATION. All streets to be shown on the Plat shall be hereby dedicated to the public use.

17. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until May 1, 2006, at which time said covenants shall automatically be extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of lots within said Subdivision, it is agreed to change such covenants in whole or in part. For the purpose of this voting, each lot as originally shown on the recorded Plat shall have one vote.

18. 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.

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

It is further ORDERED, ADJUDGED AND DECREED that the portion of the real estate owned by the defendant C. A. Kyle, Jr., commonly referred to as Tract 28 on the tax map for Bradley County, Tennessee, (deed reference - First Tract, Deed Book 172, page 20, ROBCT) which lies within 210 feet of the northern edge of the right-of-way of Kyle Lane, be, and the same hereby is, impressed with the same restrictions as hereinbefore set out, and

FURTHER ORDERED that that portion of the defendant Edwin Kyle of Tract 1-10 (deed reference - First Tract, Deed Book 172, page 131, ROBCT) (as shown on Exhibit 1), which lies within 210 feet north of the right-of-way of Kyle Lane, be, and the same hereby is, impressed with the same restrictions as hereinabove set out, and

FURTHER ORDERED that, in addition to the 210 foot restriction, there shall be an additional 50 foot buffer zone immediately north of said 210 feet, which is restricted in the same manner, excepting however that said 50 foot area may be used for road right-of-way purposes, and

FURTHER ORDERED that all remaining property owned by the defendants, including all of Tract 54 (deed reference Third Tract, Deed Book 271, page 844, ROBCT), those portions of Tract 53, not hereinabove ordered restricted (deed reference - Deed Book 271, page 848, ROBCT), those portions of Tract 28, not hereinabove ordered restricted (deed reference - First Tract, Deed Book 172, page 261, ROBCT), those portions of Tract 10 not hereinabove restricted (deed reference -

First Tract, Deed Book 172, page 131, ROECT) (All as shown in Exhibit 1), are hereby declared by the court to be free from any implied negative reciprocal easements or equitable servitudes, and

FURTHER ORDERED that access to the unrestricted portions of realty retained by C. A. Kyle, Jr., known as Tract 28, and to the unrestricted realty of Edwin Kyle, known as Tract 1-19, shall be denied from Kyle Lane, and

FURTHER ORDERED that a copy of this decree shall be recorded in the Register's Office for Bradley County at Cleveland, Tennessee.

The costs are taxed to the defendants.

ENTER:

Edward Stanley
Chancellor

APPROVED:

JENNE & SCOTT

By *[Signature]*
Attorneys for plaintiffs

FILLMORE, WILSON & SELLERS

By *[Signature]*
Attorneys for defendants
C. A. Kyle, Jr. Edwin Kyle

BELL, PAINTER, McMURRAY, CALLAWAY,
BROWN & HEADRICK

By *[Signature]*
Attorneys for defendants
George R. Johnson and
Donald N. [unclear]

BK/PG: 1454/32-42
04160814

11 POS. AL. RESTRICTIONS	
KELLI BASER: 348	
07/26/2004 12:10 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	55.00
DP. FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	57.00

STATE OF TENNESSEE, BRADLEY COUNTY
RAYMOND SWAFFORD
REGISTER OF DEEDS

STATE OF TENNESSEE
COUNTY OF BRADLEY
I, Clerk and Master of the Circuit Court of said County,
do hereby certify that the foregoing is a true copy of the
Original Decree as same
appears on file in my office.
Witness my hand and Official Seal, at office in Cleveland,
Bradley County, Tennessee, this *26th* day of *July*
2004
Carl D. McWhorter, Clerk & Master
Joann [unclear], D.C. & Master

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IN THE CHANCERY COURT FOR BRADLEY COUNTY, TENNESSEE,
AT CLEVELAND

ROBERT E. SOLOMON, ET AL.)
)
VS.)
)
C. A. KYLE, JR., ET AL.)

NO. 83-126

ORDER AMENDING FINAL DECREE

This cause came on to be heard before the Honorable Earl Henley, Chancellor, holding the Chancery Court for Bradley County, Tennessee, on October 27, 1983, in Athens, Tennessee, upon the motion to alter or amend judgment filed on behalf of the defendants in this cause.'

Whereupon, the court heard the argument of counsel and took the matter under advisement and, upon consideration of the entire record in this cause, rendered a supplemental opinion on November 30, 1983, making certain findings of fact and conclusions of law as follows:

FILE
M. Sharp

There is no question in this cause that the general scheme was to have a restricted area encompassing the Country Club tract and the area immediately surrounding it. Although the plats were not exact, and some of the deeds carried no restrictions, the scheme was obvious, and it is in accordance with the original plan that this court is attempting to conform.

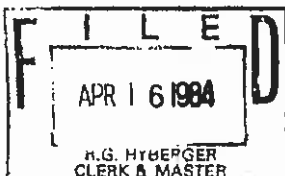
Tracts 38, 53, and 28 should all provide for a buffer zone, and with the exception of such buffer zone, the land is free for development. The court did not intend to restrict ingress and egress of C. A. Kyle, Jr. on Tract 28. In fact, it is along this entry that ingress and egress was provided for Tracts 53 and 54. It is apparent that the intent was to have the housing along Kyle Lane conform to the restrictions and such is true of 1-10.

The contract which is mentioned in the motion to alter has been carefully considered. That motion states:

(a) The 1972 contract entered into by the Country Club and Edwin Kyle and C. A. Kyle, Jr. expressly permitted said defendants to have access to their property from Kyle Lane.

The contract provides:

C. A. Kyle, Jr. and Edwin Kyle will grant to Cleveland Country Club, Inc. whatever road rights of way which may be or become necessary to develop into subdivisions as shown by the plat as aforesaid.



The contract also states that the parties agree that no lots shall be re-subdivided or used for extension of streets. This phrase has caused concern to this court, but after carefully considering the contract and the testimony, the court is of the opinion that it was not the intent to restrict entrance onto Kyle Lane.

This 30 day of Nov., 1983.

It is, accordingly, ORDERED, ADJUDGED AND DECREED that the final decree in this cause be, and the same hereby is, amended, by deleting therefrom any language restricting the defendants to the rights of free ingress and egress to Kyle Lane.

ENTER:

Erwin H. Hensley

 Chancellor

BK/PG:1454/43-44
04160815

2 PGS : AL - RESTRICTIONS	
SELLER BATCH: 349	
07/28/2004 - 12:10 PM	
VALUE	
MORTGAGE TAX	8.00
TRANSFER TAX	0.00
RECORDING FEE	0.00
DE FEE	10.00
REGISTER'S FEE	2.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, BRADLEY COUNTY
RAYMOND SWAFFORD
 REGISTER OF DEEDS

STATE OF TENNESSEE
 COUNTY OF BRADLEY

I, Clerk and Master of the Chancery Court of said County, do hereby certify that the foregoing is a true copy of the Original Order as same appears on file in my office.

Witness my hand and Official Seal, at office in Cleveland, Bradley County, Tennessee, this 30 day of July 2004.

Carl D. Shreve Clerk & Master
Jeanne P. Chalmers D.D. & Master