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C & D Development  
P.O. Box 3214  
Clev. TN 37320-3214

Prepared by DAVID S. HUMBERD, Attorney  
Cleveland, Tennessee

RESTRICTIONS ) FOR A VALUABLE CONSIDERATION, the receipt of  
LENOX HILLS ) which is hereby acknowledged, We, THOMAS C.  
SUBDIVISION ) CATE and wife, SHARON D. CATE, and WAYMON O.  
SECTION IV ) DAVIS, SR., and wife, JOANNE DAVIS, being  
the owners of land to be known as Lenox Hills  
Subdivision, Phase IV, a Plat of the fourth  
phase of which is recorded in the Register's  
Office of Bradley County, Tennessee (ROBCT) in  
Plat Book 8, page 30, consisting of 56 Lots, have divided said  
property into lots, and in order to develop, protect and maintain  
a desirable community and high standards of property values therein  
for the benefit of all purchasers, owners or holders of SAID LOTS,  
the following special covenants and restrictive conditions which  
are hereby made covenants and restrictive conditions to run with  
the land, whether they be mentioned or referred to in subsequent  
conveyances or not; 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 violations as fully as if incorporated into  
and made a part of each conveyance in detail.

1. LAND USE. All lots shall be used for residential purposes  
only. There shall be no business of any kind located upon any lot  
nor shall any business of any kind be operated out of any home. At  
no time shall any lot be used in whole or part as a street or  
right-of-way for any utility easements connecting from said street  
within the subdivision to any land outside the subdivision except  
with the express written and recorded approval of the developers,  
their heirs or assigns. ONCE CONSTRUCTION HAS BEGUN, IT SHALL BE  
COMPLETED IN NOT MORE THAN TWELVE (12) MONTHS, otherwise it shall  
be considered a nuisance with remedies as are specified in these  
Restrictions.

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 designated by the owners, or of a then property owners  
committee, should such committee be created. IT IS CLEARLY  
UNDERSTOOD AND THE PURCHASERS OF LOTS 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 committee shall not be unreasonable in its demands.

3. BUILDING TYPE AND LOCATION. No structure shall be erected  
or maintained on any lot other than a detached single-family  
dwelling, not to exceed two and one-half stories in height and not  
more than one residence shall be permitted upon any one lot. All  
dwellings shall have at least a double car garage attached to the  
main dwelling.

All structures 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.

There shall be no structures erected of a geodesic dome design  
or of any extremely unusual design without the express approval of  
the architectural control committee. There shall be no artificial  
or man-made stone materials used. All main roofs shall contain a  
pitch ratio of 7 to 12 or greater. All foundations shall be of  
brick or mountain stone unless otherwise approved by the  
architectural control committee. The use of wood windows shall be  
required unless waived by the architectural control committee.  
There shall be no metal, wire or chainlink fencing in front of any  
dwelling (either along the side or front boundaries) and all fences  
to the rear of the dwelling shall be of new materials and kept in  
good condition at all times. Satellite dishes are prohibited upon  
all lots within said subdivision.

Dwellings shall be set back from Georgetown Road not less than 65 feet on all lots fronting or located upon Georgetown Road. All other lots shall be set back from the roads, the one on which it fronts, not less than 30 feet and any side road of not less 20 feet. There shall be a rear or back of the house setback of not less than 35 feet and all side lines shall have not less than 10 feet for a single story dwelling, 12 feet for a two-story dwelling or 14 feet for any two and one-half stories.

Gardens, if any, shall be located not less than 100 feet from all roads and behind the dwelling proper.

4. 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 shall be of concrete with proper crowning and drainage and shall be installed within six (6) months after the initial occupancy of the dwelling.

During construction property owners shall remove all debris in a timely manner and shall take all steps necessary to prevent soil and debris from washing on other lots or streets.

5. SIDEWALKS. All lots upon completion of construction shall have a sidewalk, which sidewalk shall begin 2 feet from the curb and shall be a width of 4 feet and shall be constructed of concrete with proper crowning and drainage and constructed so as to connect to the sidewalk of the adjoining lots.

6. SUBDIVISION OF LOTS. No lot may be subdivided by anyone other than the original owners who shall have the authority to re-subdivide any lot, but in no event shall the re-subdivision of any lot contain less than the minimum square footage in the City Zoning Laws. However, this does not preclude the addition of a portion of a lot to another lot, so long as the lot from which the portion is taken contains at least 51% of its original lot size. Furthermore, this provision does not preclude the building upon two or more lots, in which case said lots shall be considered one lot for all provisions in these Restrictions. Except by the original owners, no lot shall be divided for the purpose of creating a new or separate lot for building purposes; each division, except as made by the owners, shall be for the purpose of adding to an adjacent lot.

7. DWELLING SIZE. The architectural control committee shall strive to maintain the following minimum living area sizes in dwellings: one story - 2,000 square feet, plus attached double car garage; two story - 2,400 square feet, plus attached double car garage. Garages with openings concealed from the street shall be desired; however, if the committee deems appropriate, location of garages may be different. In all provisions of this paragraph, the decisions shall be those of the committee; and, while this paragraph is a guide, it is not mandatory upon the committee.

8. FRONT PORCHES. All front porch foundations shall be enclosed and shall be of either brick or mountain stone construction.

9. UTILITY AND DRAINAGE EASEMENTS. There shall be imposed upon all interior lot lines a utility and drainage easement of five (5) feet and ten (10) feet on all lot lines abutting the land adjacent to the subdivision; there is also imposed upon the lots a fifteen (15) foot utility easement along the street lines. ALL UTILITY WIRES FROM STREETS TO BUILDINGS UPON EACH LOT SHALL BE BURIED. There shall be no exposed service connecting wires for electricity, telephone, cable or otherwise from streets to any structure. Owners reserve the right, without liability, to remove trees along lot lines for installation of any type utility or sewer lines.

10. TEMPORARY STRUCTURE OR MOBILE HOMES. No mobile homes, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot within any phase or section of this subdivision. Specifically prohibited is the partial construction, such as a basement of a house, and moving into said partially constructed dwelling prior to its full completion. Such structure shall be considered temporary and prohibited.

11. ANIMALS. No animals, except household pets, shall be kept on said lots, and such animals shall be kept or maintained for any commercial purposes. No pet animals shall be considered a nuisance to the neighbors.

12. NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The having or allowing of trailers, debris or junk shall 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 materials, 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 within six (6) months from such destruction or damage: The failure to do so shall be a nuisance per se. Satellite dishes are prohibited and to install one shall be considered a nuisance per se.

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

14. SUBDIVISION MAINTENANCE. To maintain the beauty and property values, each lot owner shall be responsible for keeping his entire land area in a neat and attractive condition by mowing, trimming, etc. The owner's responsibility, other than as a land owner, shall terminate upon the "final approval" of the appropriate Planning Commission as to any specific phase or section of this subdivision.

15. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until December 1, 2017, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots within said subdivision and each phase or section thereof, it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot as originally sold shall have one vote.

16. 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.

17. ENFORCEMENT. In the event that any one or more of the foregoing restrictive covenants 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 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 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 allow by law in such cases at the time or times of violation of said Restrictions.

WITNESS our signatures this 12<sup>th</sup> day of December, 1994.

[Signature]  
THOMAS C. CATE

[Signature] SR  
WAYMON O. DAVIS, SR.

[Signature]  
SHARON D. CATE

[Signature]  
JOANNE DAVIS

STATE OF TENNESSEE )  
COUNTY OF BRADLEY )

Before me personally appeared THOMAS C. CATE and wife, SHARON D. CATE, and WAYMON O. DAVIS, SR. and wife, JOANNE DAVIS, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged the execution of the same as their free act and deed.

WITNESSED this 12<sup>th</sup> day of December, 1994.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 8/24/96



485

STATE OF TENNESSEE, BRADLEY COUNTY  
The foregoing instrument and certificate were filed  
in Note Book X-319 at 3:15 o'clock P.M.  
12-12-94 and recorded in MB Book 225  
Page 488 State Tax Paid \$          Fee           
Recording Fee 16.00 Total \$ 16.00 Witness My Hand  
Receipt No. 14237  
Odell Swafford, Register