

Prepared by DAVID S. HUMBERD, Attorney
Cleveland, Tennessee

RESTRICTIONS) FOR A VALUABLE CONSIDERATION, the receipt of
MAGNOLIA LEA') which is hereby acknowledged, I, DONALD A. HANEY, President of Magnolia Lea' Properties, Inc., being the owner of land to be known as
SUBDIVISION) Magnolia Lea' Subdivision, Phase III, a Plat
PHASE III) of Bradley County, Tennessee (ROBCT) in Plat
Book 11, page 99, consisting of Lots
33 through 62, 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 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.

mail to:
Rt 2 Box 2000
Old Fort TN
37842

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 or tract, 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, its successors 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 a committee designated by MAGNOLIA LEA' PROPERTIES, or one or more persons designated by Magnolia Lea' Properties. IT IS CLEARLY UNDERSTOOD AND THE PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE that the Architectural Review Board 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 Magnolia Lea' Properties, or its successor in interest, or the committee, if such shall have been appointed, shall be final. Where the conflict cannot be reconciled, Magnolia Lea' Properties, or its successors in interest, shall, upon demand of the original purchaser, refund, without interest and without payment of any charges, the principal amount originally paid to Magnolia Lea' Properties, for the lot 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. 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 building. Each dwelling shall have an attached two-car garage, but no more than a three-car garage, which shall be attached to the main dwelling itself.

All structures, including garages and outbuildings, shall be constructed of new materials, and shall be of the same materials as the main house, 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 developer, its successors and/or assigns. There shall be no split-foyer homes or split-level homes erected. There shall be no artificial or man-made stone materials or asbestos siding used at any point on any lot or tract. All roofs on all buildings shall be covered with a high quality roofing material. All roofs shall contain a minimum pitch ratio of 6 to 12. Porch overhangs shall not be governed by this 6 to 12 ratio requirement and shall be governed by and subject to the approval of the developer and/or the Architectural Review Board. 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, its successors and/or assigns.

There shall be no metal, wire or chainlink fencing in front or rear of any dwellings (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. All fences shall be approved by the Developer or Architectural Review Board as to type and placement prior to construction.

Dwellings shall be set back from the street as provided for on the recorded Plat of this subdivision unless otherwise approved for change as to a specific lot by the developer in writing.

4. **SIDEWALKS.** The owner of each lot must, at the time the home is constructed, build a 42-inch wide sidewalk along the street side of the lot. The sidewalk shall tie into the walk on the adjoining lots, if previously constructed, and be compatible with the remainder of the sidewalks in the subdivision as to size and materials. Each lot owner shall be responsible for maintaining the sidewalk in front of their house. All sidewalks shall be constructed of a thickness of at least four (4) inches. All corner lots must construct a sidewalk on both/all street sides of the lot. All lot owners shall be responsible to maintain the sidewalk on their lot.

5. **SUBDIVISION OF LOTS.** No lot or tract may be subdivided by anyone other than the original developer who shall have the authority to re-subdivide any lot or tract. 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 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. There shall be no utility station of any sort located on any lot unless as otherwise approved by the developer.

6. **DWELLING SIZE.** The minimum square footage of living area of each single-level dwelling, exclusive of basements, porches, breezeways, terraces, garages, etc., shall be 1,600 square feet; and any one and one-half story dwelling shall contain not less than 1,600 square feet with a minimum of 1,000 square feet of heated and cooled space on the first floor. Any two-story dwelling shall contain not less than 1,600 square feet with a minimum of 1,000 square feet of heated and cooled space on the first floor. The square footage of any other non-designated dwelling must be specifically approved by the developer, or its successors in interest. Under no circumstances shall there be any dwelling erected for the purpose of housing servants, i.e., there shall be no servants quarters located on any lot or tract.

7. **UTILITY AND DRAINAGE EASEMENTS.** The utility and drainage

easements shall be as shown on the recorded Plat in the Register's Office of Bradley County, Tennessee.

8. 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 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.

9. ANIMALS. Dogs and cats are allowed, but no other animals are allowed as pets in the yards of said lots. All dogs and cats shall be maintained by said owner in a fenced area or on a leash. If said animals run freely and become a nuisance, then the proper authority or pound can or will be contacted by the developer or any resident in the community.

10. NUISANCES. No noxious or offensive activity shall be carried 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, 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. Satellite dishes and visible antennas are permitted subject to the following conditions: any and all satellite dishes located on any lot or tract within said subdivision shall not be visible from the street and must be located in the rear yard. All antennas must be of high quality and must be approved by the developer, its successors and/or assigns. 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.

No property owner shall conduct more than two (2) yard sales per calendar year.

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

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

13. COMPLETION. Once construction has begun, all residences shall be completed in not more than eight (8) months, otherwise it shall be considered a nuisance under the terms of these restrictions.

Upon completion of 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 house and lot. This provision shall apply to any re-construction of any destroyed dwelling. This landscaping shall be completed under the terms of these restrictions. All landscaping shall

conform to the following standards: each homeowner shall plant a minimum of two (2) trees, at least six (6) feet in height in front of the dwelling. One of the trees shall specifically be a Southern Magnolia. Furthermore, each homeowner shall install, at a minimum, shrubs and/or plantings along the front side of the dwelling first. As an additional landscaping feature, each homeowner shall install a street light specified by the developer to be located on said lot. Furthermore, each lot owner shall install a mailbox which shall be specified and approved and designated by the developer. The purpose of this clause is to create a uniform and pleasing look to all homes as well as to the subdivision as a whole. This landscaping shall be completed within sixty (60) days from the date the Notice of Completion on the home is filed in the Courthouse and/or within sixty (60) days from the date of occupancy of the home itself.

14. WATER SUPPLY SYSTEM. No individual water supply system shall be permitted upon 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, or its successors in interest. Approval of such system as installed shall be obtained from such authority as well as the developer of the subdivision, or its successors in interest.

15. 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.

16. 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. Furthermore, all satellite dishes shall be located in the rear of the dwelling not visible from the street.

17. WATER AND SEPTIC TANKS. All lots shall be connected to the city water system by the developer. 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.

18. 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 normal view from any street within the subdivision.

19. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until April 1, 2019, 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 or tracts within said subdivision 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 developer, shall have one vote.

20. 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.

21. **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.

THE RESTRICTIONS SHALL BE BINDING ONLY UPON THE TWENTY-SEVEN LOTS 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 MAGNOLIA LEA' SUBDIVISION.

WITNESS our signatures this 12th day of November, 1998.

MAGNOLIA LEA' PROPERTIES, INC.

Donald A. Haney, Pres.
By: DONALD A. HANEY, President

STATE OF TENNESSEE)

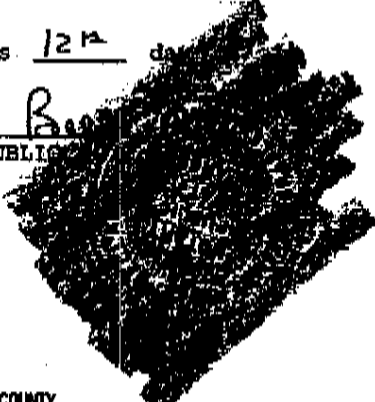
COUNTY OF BRADLEY)

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally came DONALD A. HANEY, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of MAGNOLIA LEA' PROPERTIES, INC., the within named bargainer, and that he as such officer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

Witness my hand and Notarial Seal, this 12th day of November, 1998.

Janice Bean
NOTARY PUBLIC

My Commission Expires: 3-21-99



STATE OF TENNESSEE, BRADLEY COUNTY
The foregoing instrument and certificate were noted in
Note Book 88 Page 22 at 15:10 O'clock P M
11/17 1998 and recorded in 22 Book 293
Page 143 State Tax Paid \$ Fee 2.00
Recording Fee 20.00 Total 22.00 Witness my hand
Receipt No. 12118
Donell Swafford, Registrar