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**RESTRICTIONS FOR PEACHTREE ESTATES SUBDIVISION
LOTS 72-77, PHASE IV**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, BANK OF CLEVELAND, being the owner of land known as Peachtree Estates Subdivision, Phase IV, a plat of which is recorded in the Register's Office of Bradley County, Tennessee in Plat Book 11, page 186 has divided said real estate into building lots and in order to develop, protect and maintain a desirable community and high standards of property values therein for the benefit of all property owners within said subdivision, the following covenants and restrictive conditions are hereby made to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots; and all conveyances within said subdivision shall be accepted subject to said covenants and restrictive conditions and to the penalties hereinafter provided for their violation or attempted violation as fully as if incorporated into and made a part of each conveyance in detail.

1. **LAND USE:** All lots shall be used for single family residential purposes only. There shall be no more than one single family dwelling on each lot. Each dwelling must have a minimum of a two car garage attached to the dwelling. No business of any kind shall be operated out of any home. No exposed block foundations are permitted. The roof pitch of dwellings shall have a minimum slope ratio of 6 to 12 on the main house and any garage area. Porch overhangs do not apply to the above 6 to 12 minimum slope. All driveways must be concrete with a minimum thickness of 4 inches. No asphalt driveways are permitted. All lot owners must construct a 48 inch wide sidewalk along the subdivision street side of the lot. All corner lots must construct a sidewalk on both street sides of the lot in order that all sidewalks tie into adjoining walks. The sidewalks must be a minimum of four feet from the street curb. Each lot owner shall be responsible for maintaining the sidewalk upon their respective lots. Each lot owner shall install the mailboxes and posts for each dwelling. The mailboxes and posts will be identical throughout the subdivision.

2. **UTILITIES:** Each lot owner shall install a septic system approved by the Health Department to control their own wastes. All utility connecting lines from the street to each dwelling shall be underground. This includes electric, cable television, telephone, gas, water and any other lines. Exposed lines from the street to the dwelling are not permitted.

3. **DWELLING SIZE:** The minimum dwelling size for all types of dwellings shall be 1,200 square feet of heated living space. One and one half or larger story dwellings shall have a minimum of 825 square feet of heated living space on the first level. In no event shall the heated living area of any dwelling be less than 1,200 square feet.

4. **LOCATION OF BUILDINGS:** The setback requirements of all buildings shall be the same as those designated on the recorded plat of said subdivision. The developer may reserve the right to designate setbacks other than those recorded on the plat if made necessary by any lawful authority.

5. **SUBDIVISION OF LOTS:** No lot shall be subdivided as to create a new lot for

any building purposes. Adjustments in lot size may be allowed only if a construction error causes a disruption or argument because of setback purposes or any other lawful reason.

6. **UTILITY AND DRAINAGE EASEMENTS:** The utility and drainage easements shall be the same as shown on the recorded plat at the Register's Office of Bradley County, Tennessee.

7. **TEMPORARY STRUCTURES OR MOBILE HOMES:** No mobile homes, modular homes, kit homes, house trailers, tents, shacks, or any other building of a temporary nature shall be erected within said subdivision. No partial homes shall be moved into prior to their completion. Campers and camper-type vehicles are excluded from this paragraph as long as they are not used as living quarters. All recreational vehicles shall be parked to the rear of the dwelling not visible from the street.

8. **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 are running freely and become a nuisance, then the proper authority or pound can be contacted by any resident within the community. The owners of Lots 76 and 77 may keep not more than one horse or head of livestock per two acres.

9. **WATER AND SEWER:** All lots shall be connected to city water by owner. A septic system approved by the Health Department shall be installed by all lot owners to serve each lot's immediate house.

10. **OFFENSIVE ACTIVITIES:** No noxious or offensive activity shall be carried out 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 sixty (60) days shall be considered nuisances and subject to abatement by any owner of a lot in said subdivision. The offending party shall pay not only the court costs and fees involved, but also a reasonable attorney's fee for the prosecuting of said persons.

11. **COMPLETION OF DWELLING:** Once construction of a dwelling has begun, it shall be completed in no more than six months; otherwise it shall be considered a nuisance.

12. **SPECIAL RADIO EQUIPMENT:** There shall be no radio equipment using air waves which will interfere with normal reception of radio, television and computer equipment used in said subdivision. There shall be no radio towers of any kind; no satellite dish over the size of 48 inches will be permitted and must be installed in the rear of dwelling.

13. **OUTBUILDINGS AND FENCING:** There shall be no storage sheds or outbuildings constructed of metal. Chain link or privacy fencing may be erected in the rear of the home as long as it does not extend nearer to the street than the rearmost point of the dwelling. Wire fencing will not be permitted. Decorative or architectural fencing will be permitted in the front of the dwelling as long as it is no more than 36 inches in height. The owners of Lots 76 and 77 may construct a barn of new material, however said barn shall set back from the front lot line

300 feet or more. The owners of Lots 76 and 77 may fence the rear portion of their lot, however the fence must be set back 200 feet from the front lot line.

14. **STREETS AND EASEMENTS:** All Streets and Easements shown on the recorded plat are hereby dedicated for public use, except for the side lot line easements which are to be used only for connecting of easements to the dwellings and other outbuildings proper on each lot. Such use shall be underground. The street side easements shall be used for public utilities.

15. **LOT MAINTENANCE:** All lots shall be maintained in a neat and orderly condition and the owner thereof agrees to keep said lots mowed regularly and prevent any unsightly growth of grass or collection of any debris upon said lot. Further, for all frontside lots lying along Lyles Road, it shall be the responsibility of the lot owner to police their own lot free of all rubbish and debris pitched from Lyles Road.

16. **YARD AND LANDSCAPE REQUIREMENTS:** Each home install a shrub bed of some kind along the front side of the dwelling. Costs of shrub beds to be no less than \$250. The purpose of this clause is to create a uniform and pleasing look to all home owners in said subdivision.

17. **HOMEOWNERS ASSOCIATION:** All homeowners within said subdivision will be obligated to contribute a minimum monetary sum in order to pay for the upkeep of the entrance sign and landscaping for the subdivision to the existing homeowners association.

18. **TERM:** These covenants shall be binding upon all parties until January 31, 2020 at which time said covenants will be automatically extended for 10 year periods in succession unless a majority of then said homeowners overrule them at that time.

19. **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.

20. **ENFORCEMENT:** In the event that any one or more of the foregoing restrictive conditions are 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 holder or of any group of owners or holders of any lot or lots within the Subdivision, or of the then constituted public authorities, to be enjoyed by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorneys fees incident to such 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 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 violation of said restrictions.

21. **LOTS RESTRICTED:** These restrictions shall only apply to Lots 72 through 77 Peachtree Estates Subdivision, Phase IV. The restrictions do not apply to other or future

development and no negative reciprocal easement shall arise to other property of the owner.

WITNESS my signature this 23 day of MAY, 2000.

BANK OF CLEVELAND:

BY: R. Scott Taylor
R. SCOTT TAYLOR, CHIEF EXECUTIVE OFFICER

State of Tennessee, County of BRADLEY
Received for record the 24 day of
MAY 2000 at 12:05 PM. (RECN# 51281)
Recorded in official records
Book 1048 pages 203- 206
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 18.00, Total \$ 18.00,
Register of Deeds HERMAN ODELL SWAFFORD
Deputy Register DINA SWAFFORD

STATE OF TENNESSEE)

COUNTY OF BRADLEY)

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally came R. SCOTT TAYLOR, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the CHIEF EXECUTIVE OFFICER of BANK OF CLEVELAND, the within named bargainor, 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 23 day of MAY, 2000.

Lisa M. Webb
NOTARY PUBLIC

My Commission Expires: 8/14/2000

