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Concrete
light

ADD 4725 674

06/07/96

MISC

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PREPARED BY: NEAL J. BLACK DEVELOPER

RESTRICTIONS ON C1LAPEL BEND

NEAL J. BLACK (DEVELOPER), LANA F. BLACK, and for the protection of it, its successors in trust or assigns, and the protection of future owners of any one or more of said lots, do hereby impose upon all of said lots, the following Restrictive Covenants, which shall run with the land of a period of Thirty (30) years, to-wit:

(1) Lots are for residential purposes only

(2) Only single, one-family dwellings or attached buildings ordinarily appertaining to dwelling houses shall be erected, maintained, or used by the Grantees, their heirs or assigns, or anyone deriving title or rights from or through them. The developer retains the right to use lots for other residential purposes.

(3) No part of any lot shall be used for residential purposes until first a completed dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon. The use thereof of a garage, incomplete structure, trailer, tent or other structure as living quarters before or after the erection of a permanent dwelling is prohibited. A trailer shall not under any circumstances be considered as a permanent dwelling, and no trailer-type of residence shall at any time be placed or maintained on the premises, with the exception of a sales and or construction trailer for the exclusive use of the Developer during a period in which the subdivision is considered active with respect to construction and the sale of new homes.

(4) Neal J. Black reserves the right to approve or disapprove all house plans and plot plans.

(5) All boats and campers or dual wheel trucks shall be parked in the rear of the house. Cars can only park on the street periodically

(5a) No unsightly or inoperable vehicles or major repairs to any such vehicles shall be permitted within said subdivision.

(6) All driveways must be of concrete or pea gravel set in concrete.

(7) New construction must be completed within Eight (8) months. No dwelling may be occupied until completion

(8) Within said time period, any dwelling of the following classification erected upon any lot must contain at least 1200 square feet of livable floor space. The above mentioned livable area is exclusive of open porches, garages, carports, and basements.

(9) No building shall be located on any one of the said residential building plots nearer than 25 feet to the front line of the street bounding same, or nearer than 10 feet to any side line or alley or nearer than 20 feet to any side street line. For the purposes of this Covenant, stoop and open porches shall not be considered as a part of the building.

(9a) No utility or storage building or trailer shall be kept on any lot except under a rear deck of the residence or within the garage

(10) No chain link fences shall be erected or maintained on any lot. No fence shall be erected or maintained at the front or sides of any lot. Upon prior written approval by Developer, fences constructed of redwood, cedar, or other wooden material may be erected or maintained at the rear lot line.

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(10a) Developer reserves the right to erect or maintain chain link or wooden fences on a temporary basis as long as there is construction on any lot.

(11) Each residence must have a finished garage not including a basement garage.

(12) No more than one dwelling shall be erected on any one of said lots, and any building on the premises shall be finished on the front and sides with brick or stone. There shall be no exposed concrete blocks, and stucco finish shall be permitted only on the rear elevation of a residence. All corner lots shall have brick or stone front and sides and all exterior siding must be 12 inch masonry. Developer shall approve all colors for trim and body of each dwelling.

(12a) No roof pitch shall be less than 6/12 and dimensional in style unless approved by the Developer in writing. Porches and Covered Decks are excepted.

~~(12b) Use of a satellite dish or similar device requires the written permission of Developer and said dish or device must be located in the rear yard.~~

(12c) All mailboxes and posts must be furnished by Developer to lighted type.

(12d) No laundry shall be hung outside from any type of device for such purpose or hung on any porch or deck railing.

(13) There shall be no detached garages, outbuildings, or servants quarters. A bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition and will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as set forth in Paragraph "8".

(13a) Any pool construction or exterior construction, other than general maintenance, must be approved by the Developer.

(14) All of said lots in said subdivision must from the date of purchase be maintained by the owner in a neat and orderly condition, i.e., cut grass, remove leaves, broken limbs and other debris as needed. In the event an owner of a lot in said subdivision fails to maintain his lot in a neat and orderly condition, the Developer, or his duly appointed agent may enter upon such lot without liability and proceed to put said lot into an orderly condition, billing the cost of such work to the owners.

(15) No one residential lot shall be resub-divided without the prior written and recorded consent of the Developer.

(16) No fowls, horses, mules, burros, cattle, sheep, goats, swine or any other like animals shall be allowed upon any portion of the premises.

(16a) No dog kennels, lots or pens shall be permitted on any lot. Any permissible animals shall be leashed and not allowed to run free.

(17) For the purpose of property improvements, as long as he retains record ownership in any lot in the subdivision, Neil J. Black reserves the right to grant waivers from these restrictive covenants. Said waiver must be in writing and recorded in the Register's Office of Hamilton County, Tennessee. Any waiver executed by him shall be conclusive proof that the waiver would not materially affect the purposes sought.

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by the Developer. Where a waiver has been given by the Developer, other owners of lots in the subdivision shall not be entitled to bring suit to enforce the compliance of the original restrictions unless it is a violation entitling owner to damages from the Developer for any waivers granted by him

(18) No commercial, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood

(19) Each owner shall maintain the street lights and lighted mail boxes on his or her property, including changing the bulbs.

(20) Each owner shall remove garbage receptacles from view on the day of garbage service.

SIGNED: *Neal J. Black*
NEAL J. BLACK, DEVELOPER

NOTARY PUBLIC



WITNESSED AND SUBSCRIBED BEFORE ME THIS 14 DAY OF July, 1996.
Sandra Morrow
NOTARY PUBLIC
MY COMMISSION EXPIRES: 11-21-96

SEAL

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PAMELA HURST
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

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BY: *K. McWhorter*
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RECPT # 860980