

Official Recorded Copy 8-2-78

Prepared by Joe B. Goode, Attorney  
Cleveland, Tennessee h

RESTRICTIONS ON )  
 KINGWOOD ESTATES )  
 SUBDIVISION )

For a valuable consideration, the receipt of which is hereby acknowledged, We, Harold B. Bingham and wife, Rita Bingham, of Bradley County, Tennessee, being the owners of the land known as Kingwood Estates Subdivision, a Plat of which is recorded in the Register's Office for Bradley County, Tennessee, in Plat Book 4, page 26, 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 lots within said Subdivision, the following special covenants and restrictive conditions which are hereby made covenants and restrictive conditions to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or portions thereof; 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 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 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 connecting any street within the subdivision with any land outside the subdivision except with the express written and recorded approval of the Developers, their heirs 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 Harold B. Bingham or by the designated representative of Harold B. Bingham or a successor representative of a then property owners committee should such committee be created. This provision shall terminate when all subdivision lots are sold, whether developed or not.

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 2 and 1/2 stories in height and not more than one residence shall be permitted upon any one lot. There shall be no exposed concrete blocks nor shall there be any asbestos siding used. All structures shall be constructed of new materials, and unless brick or rock or some non-fading material is used, the same shall be painted and maintained in a good condition at all times. Building setback line shall be in accordance with the requirements as set forth on the recorded Plat of said Subdivision. Provided however, that no building shall be erected nearer than thirty (30) feet upon which it fronts, and if on a "corner lot" not nearer than twenty (20) feet to street not fronted.

4. SUBDIVISION OF LOTS. No lot may be subdivided by anyone so as to reduce its size by more than 90 per cent 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.

5. DWELLING SIZE. The minimum square footage of living area of each dwelling, exclusive of porches, breezeways, terraces, garages, carports, etc., shall be as follows:

- (a) One-story: 2000 square feet;
- (b) One & One-half stories: 2300 square feet with at least 1500 on ground floor and 800 on upper floor;
- (c) Two Stories: 2500 square feet, with at least 1350 on ground floor;
- (d) Split-Level: 2000 square feet, however the lower or basement area shall not be used in computing the footage and the most upper two levels shall be fully completed.
- (e) Split-Foyer: 1900 square feet, however, the lower level shall not be used in computing the footage, and the footing of the foundation shall contain not less than 1900 square feet.

Each residence shall have a garage or carport attached to the building proper and the square footage of said garage or carport, shall be not less than 484 square feet and the carport or garage shall not be constructed under any living area of the house proper and the garage or carport shall be of the same construction as used in the house. However, this provision about a garage or carport shall not apply where a one-story or split-level has at least 2400 square feet of living area as defined herein.

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.

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 house. Such structure 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 household pets, may be kept upon said lots, provided however, that in no case shall any animal be kept for commercial purposes.

9. SEPTIC TANKS. All dwellings not connected with public sewerlines shall be equipped and properly served by a septic tank constructed in accordance with the requirements of the State Board of Health.

10. NUISANCES. No 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 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.

11. MAINTAINING OF CURBING 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 construction, shall have not more than a 20 feet opening for ingress and egress of construction vehicles. And after construction, the owner shall continue to maintain the curbing and streets until such time the maintenance of the same have been taken over and fully accepted and maintained by the appropriate governmental authority. Curb cuts for driveways shall be made prior to construction.

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

13. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until March 1, 2003, at which time said covenants shall automatically 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.

14. 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.

15. 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 all costs and reasonable attorney 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 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 violation of said restrictions.

WITNESS our signatures this 1st day of August 1978.

Harold B. Bingham  
Harold B. Bingham

Rita Bingham  
Rita Bingham

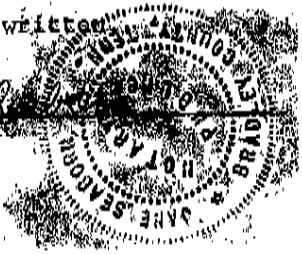
STATE OF TENNESSEE )  
COUNTY OF BRADLEY )

On this 1st day of August, 1978, before me personally appeared HAROLD B. BINGHAM and wife, RITA BINGHAM, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission Expires 8-7-78

WITNESS my hand and Seal the day and year above written

Jane S. [Signature]  
NOTARY PUBLIC



STATE OF TENNESSEE, BRADLEY COUNTY  
THE FOREGOING INSTRUMENT AND CERTIFICATE WERE NOTED  
IN NOTE BOOK 8-2 PAGE 47 AT 11:00 O'CLOCK AM  
19 78 AND NOTED BY [Signature]  
PAGE 773 ALL 100 \$ 100 FEE  
RECORDING FEE 6.00 TOTAL \$ 6.00 WITNESS MY HAND.  
RECEIPT NO 34778

ELLIOTT, GOODE, JENNE  
& VARNELL  
ATTORNEYS AT LAW  
P. O. BOX 28  
CLEVELAND, TENNESSEE 37311

James F. Lopez

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