

**RESTRICTIONS
OF
MAPLE
GLEN SUBDIVISION,
PHASE I**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged. We, **John S. Stanbery and Lisa L. Stanbery, Tenants in Common**, of Bradley County, Tennessee, own the land known as **MAPLE GLEN, PHASE I**, a Plat of which is recorded in Plat Book 18, page 80, in the Register's Office for Bradley County, Tennessee (ROBCT). The Owners are the Developers. They intend to create a residential community of high standards, and in order to do so, they have added these restrictive conditions for the benefit of all owners or occupiers of said Lot within said Subdivision, and said restrictive conditions are hereby made to run with the land and shall be binding upon all subsequent purchasers or owners of Lot whether or not these restrictive conditions are mentioned or referred to in any subsequent conveyances.

1. **LAND USE.** All Lots shall be used exclusively for residential purposes. No business of any kind shall be located within said Subdivision nor shall any business of any kind be operated out of any home. No Lot or part of Lot may be used as a street or utility right-of-way easement connecting the streets within this Subdivision to any land outside the Subdivision, EXCEPT WITH THE EXPRESS WRITTEN AND RECORDED APPROVAL OF THE DEVELOPERS OR THEIR SUCCESSORS IN INTEREST.

2. **ARCHITECTURAL CONTROL.** The Architectural Control Committee shall be **John S. Stanbery, Lisa L. Stanbery and John Franklin** so long as any one of the Lots in said Subdivision remain unsold, and so long thereafter as the Developers desire.

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 the Developers, or either of them or by a property owners committee if such shall have been created. IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE that the Architectural Control Committee, may require any changes, not otherwise prohibited in these restrictions, concerning size, designs, style, location, type of exterior and so forth, with regard to the building. The decision of the Architectural Control Committee (Committee) or their successors in interest, shall be final. Where there is a conflict, and it cannot be reconciled, the Committee (initially will be **John S. Stanbery, Lisa L. Stanbery and John Franklin**) or their successors in interest shall upon demand of the original purchaser, refund, without interest and without payment of any other expenses, the principal amount originally paid to **John S. Stanbery, Lisa L. Stanbery and John Franklin** 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 not to exceed two and one-half stories in height and no more than one residence shall be permitted upon any one Lot. An outbuilding may be erected or located to the rear of the main dwelling, but shall not be less than 10 feet from any property line. Setback line requirements shown on the recorded Plat shall be superior to this building setback if different. HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY contained in this paragraph, due to the size, shape and topography of these lots, the location and/ or positioning of each dwelling unit is critical to the overall success of the subdivision. Therefore, no structure shall be erected on any lot until a surveyed plot showing the planned structure and its relationship to all existing structures is reviewed and approved by the developer and/ or the architectural control committee if one has been formed.

All dwellings shall include a two-car garage attached to the building proper. Use of detached garages or basements as garages may be acceptable, but only with Committee approval under Paragraph 2.

All structures including garages and outbuildings shall be constructed of new material and unless of some brick, rock or other non-fading materials, the same shall be painted and maintained in a good condition at all times. The materials shall be approved by the Committee under Paragraph 2.

All building foundations must be finished with brick or stone on the front foundation facing the street. All other foundations must be finished with either brick, stone, stucco or stough, which must be kept in a neat and presentable position at all times.

There shall be no buildings erected that are of a geodetic dome design or of any other extremely unusual design without the express approval of the committee under paragraph 2 above.

All roofs on all buildings shall be covered with a first quality roofing material of asphalt or fiberglass of a minimum of 25 year duration.

There shall be no fence of any type along the front of any dwelling. Any fence located upon the lot must be located upon the back side of the house (opposite of the street). The fences may be of a chain link fence type but may not be of a light gauge metal or wire type. The fences may also be wooden and/or fiberglass. In any event, all fences shall be new and maintained in good condition at all times.

All dwellings located within this subdivision shall have a front porch. The front porch must be a minimum of 4 feet deep from the front of the porch to the front wall exterior wall of the home and shall be a minimum of 7 feet long.

All homes shall have a deck and/ or patio located to the rear of the dwelling that must be kept in a neat, clean and well maintained condition at all times.

4. SET BACK LINE REQUIREMENTS. Dwellings shall be setback from the street and from the interior lot lines as provided for on the recorded Plat of this Subdivision.

5. LANDSCAPING. All lot owners shall be required to plant a minimum of one maple tree, either of a silver or red maple type with a minimum height of 12 to 15 feet when planted. Furthermore, all lot owners shall spend a minimum of \$500.00 on landscaping not including labor. This \$500.00 shall include the maple tree noted above as well as the cost of other plants. This \$500.00 expenditure amount is based upon the cost of plants only and shall not include any cost for the seeding and/ or grading and/ or preparation of the yard. All homes must be landscaped in the front foundation area. All corner lots must be landscaped as to both the front and side foundation areas. Corner lots are Lots 1, 20, 15 and 16. This landscaping must be completed within 90 days from the date of occupancy of the home and/ or within 90 days from the date of filing of the notice of completion, whichever shall come first.

6. SATELLITE DISHES. Satellite dishes of widths of more than 3 feet across are prohibited. All satellite dishes and any TV antennas shall be in the back yard or back areas of the house and not visible from the street. Satellite dishes should be mounted on the house and neither the satellite dish nor the TV antenna shall be installed without the approval of the Committee or Developer, under Paragraph 2 above.

7. CONSTRUCTION COMPLETION. Once construction has begun, the home shall be completed, in livable condition, within ten (10) months of the start; otherwise, it shall be considered a nuisance under these restrictions.

The house location as well as any adjacent areas affected thereby shall be cleared of all trees, stumps and other debris, all of which shall be removed from the Lot prior to any construction.

After purchase of Lot, the new Owner is responsible before and during construction to maintain the entire Lot area in an attractive condition. After construction is completed, the yard shall at all times be kept neat, attractive, mowed and tended. Failure to do so is a nuisance.

The Committee reserves the right to remove dangerous or dead trees, briars, weeds, vines, etc., from any vacant Lot so long as it is vacant at the cost of the Owners.

8. DRIVEWAYS. Before any construction has begun, a temporary driveway with at least crusher-run stone thereon shall be installed and said driveway 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 located upon the Lot shall be composed of a suitable concrete material and no dirt, gravel or asphalt driveways will be permitted or maintained after construction is complete. Said driveway shall be concreted prior to occupancy of the dwelling.

9. SUBDIVISION OF LOTS. No Lot may be re-subdivided by anyone other than the original Developers who shall have that exclusive right. 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 70% of its original building 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 these restrictions. At no time shall any Lot be divided for the purpose of creating a new or separate building site, nor shall any lot be used for a road from this Subdivision to another Subdivision or utility easements of any kind which would be utilized to cross from this Subdivision to another tract of land outside the Subdivision, except with the full consent and written approval of the Committee under Paragraph 2 above.

10. DWELLING SIZE. The minimum square footage of living area shall be exclusive of basements, porches, breezeways, terraces, garages and the like. The minimum square footage for a single level dwelling shall be 1500 square feet, and for a one and one-half story dwelling the minimum square footage shall be 1750 square feet with a minimum of 1250 square feet on the ground floor, and for a two-story dwelling it shall have not less than 1750 square feet with 1250 feet on the ground floor. Basements or any story under or partially underground shall not be computed in determining square footage. Split foyer buildings are not permitted. Split level houses shall be considered on a case by case basis and may be approved by the Committee under Paragraph 2 above. Garages shall be for a minimum of two cars. Garage doors visible from the street shall remain closed at all times except for cleaning and entering and leaving. It is clearly understood by all parties that these provisions (of this Article 7) as well as the entire set of restrictions are not mandatory for the Committee, but are to be used as a guide for the Committee except as otherwise prohibited. See Paragraph 2 above.

11. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. DRILLING OR MINING. No oil drilling, oil development operation or refining or quarrying or mining operations of any kind shall be permitted upon any Lot within the Subdivision.

13. WATER SUPPLY SYSTEM. No individual water supply system is permitted. However, individual systems may be installed for ponds, pools and the like. Such individual systems shall not be used for potable water.

14. SWIMMING POOLS. Above-ground swimming pools are prohibited. Any pool constructed shall be underground and shall be fully covered on all sides and must be located to the rear of the house and suitably fenced to blend with the house as approved by the Committee under Paragraph 2 above. The swimming pool shall conform to all setback requirements.

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 the streets that are damaged by himself, his builders, agents or servants. All parties understand and agree that it shall also be the lot owner's responsibility to keep all streets in the subdivision clean and free of debris. The owners understand and agree that in the event that the streets become messy due to the negligence of the owner or the owner's agents and/ or employees or those working on the owner's property; then the owner shall be responsible to pay for the clean up of the street at a minimum of \$15.00 per man hour used to clean the street or the actual charge of the clean up, whichever is greater. This charge may be levied by the developer and in the event the owner fails or refuses to pay, the developer has the right to institute collection proceedings against the lot owner.

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.

17. WINDOWS. All dwellings constructed in this Subdivision shall have double-paned insulated windows of top quality whether wood-frame or vinyl. No aluminum windows shall be used. In all instances the windows shall have full wooden extension jams and trim on the interior, that is no drywall returns to window. In any event approval of the type windows used must be by the Committee under Paragraph 2 above.

18. UTILITIES AND DRAINAGE EASEMENTS. There shall be imposed upon all interior Lot lines a utility and drainage easement of 5 feet; and on the exterior of the Subdivision the drainage and utility easement will be 10 feet. There is also imposed upon the Lots a 15-foot utility easement along the street side. These drainage and utility easements shall be effective in all instances except where the recorded Plat calls for a greater distance or a different type easement.

19. TEMPORARY STRUCTURES OR MOBILE HOMES OR MODULAR HOMES. No mobile home, modular home, house trailers, tents or shacks which shall all be considered temporary, nor shall any other buildings of a temporary character, be erected or moved onto any Lot within said Subdivision. Also specifically prohibited is the partial construction, such as a basement, of a house and moving into the same prior to full completion of the entire house. All such structures shall be considered temporary and prohibited.

20. ANIMALS. No animals of any kind shall be raised, bred or kept on any Lot, except for dogs and cats provided that they are not kept, bred or maintained for commercial purposes. Not more than two pets are permitted on any one Lot. No animals shall be allowed to run free and must be confined by leash or fence to the property of the owner.

21. NUISANCES. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done therein which will be or may become an annoyance to the neighborhood. The having or allowing of a tractor trailer or any trailers used or to be used as living quarters or junk, such as appliances, 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 within ninety (90) days after occupancy of any building materials, such as blocks, bricks, lumber, etc., from the street view shall be a nuisance, per se. And if the dwelling has been damaged or destroyed and is not repaired or removed within six (6) months, the same shall constitute a nuisance, per se. There are other nuisances specified in the various other paragraphs of these restrictions.

22. 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 three (3) days in any driveway in front of a structure or in the front yard, or to the side of any dwelling, nor on any vacant Lot so as to be exposed to the street. Such vehicles or trailers shall be parked in a garage, basement or to the rear of any residence and not be in the normal view from the street as much as is practical.

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

24. SUBDIVISION MAINTENANCE. Each Lot Owner, whether occupying the Lot or not, shall maintain the beauty and property values by keeping the area in a neat and attractive condition by mowing, trimming, etc. The responsibility of the Developers with regard to any Lot shall terminate upon the "final approval" of the appropriate Planning Commission as to the Subdivision proper.

25. HOLIDAY DECORATIONS. All holiday decorations used upon any Lot within the Subdivision shall be removed no later than 30 days after said holiday.

26. GARBAGE. All garbage and rubbish and like materials shall be concealed by shrubs or materials used in the exterior construction of the dwelling so as not to be visible from the Street except when and upon the day of being picked up for disposal.

27. CONSTRUCTION. All buildings must be built to a minimum standard as set by the Cleveland City Building Inspections Department.

28. ON-STREET PARKING. There shall be no "on street" parking by anyone in said Subdivision on a regular basis.

29. PROPANE TANKS. There shall be no propane tanks or fuel tanks visible upon any lot. Any propane or fuel related tank shall be underground and maintained properly at all times. Furthermore, there shall be no barbecue grill and/ or grilling devices located at the front of any dwelling. All grills and/ or grilling devices shall be located to the rear of the dwelling.

30. OUTDOOR CLOTHES LINES. There shall be no outdoor clothes lines of any type upon any Lot within said Subdivision.

31. YARD SALES AND/OR MOVING SALES. There shall be no more than two (2) yard sales or moving sales conducted upon any one Lot located within the Subdivision in any twelve month period.

32. AIR CONDITIONING. There shall be no window unit air conditioners allowed on any lot within the subdivision. All central heating and air conditioning systems should be located to the side or rear of the house and screened so as not to be visible from the street.

33. MAILBOXES. All mailboxes and box posts for any Lot within said Subdivision shall be of the same style, size and design as that mailbox post and box used on Lot Number One of the Subdivision. All posts and boxes must be approved by the committee as set out in Paragraph 2 above. Said mailboxes and posts may be obtained from the Subdivision Developer and/ or the Subdivision Developer may direct the Lot Owners of where to purchase said box and/ or post. The installation and maintenance of said mailboxes and posts shall be at the sole expense of the Owner of the Lot.

34. INVALIDATION. The invalidation of any one of these covenants or any word, phrase or clause of any one of these covenants by judgment, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.

35. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until 1 December 2024, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then Owners of said Lots shall agree to change such covenants in whole or in part. For the purpose of voting, each Lot as originally sold by the Developers shall have one (1) vote. Any changes shall be recorded in the Register's Office for Bradley County, Tennessee. This document may be changed by a majority vote of the then Owners after five (5) years from date.

36. ARCHITECTURAL REVIEW COMMITTEE. After all lots in Maple Glen Subdivision have been sold, it shall be the responsibility of the lot owners of said Subdivision and all phases of said subdivision to form or maintain an Architectural Review Committee to enforce the restrictions as set out herein. Furthermore, the Developers of Maple Glen Subdivision shall have a right to be voting members of the Architectural Review Committee for so long as the developers shall choose to be members of said committee.

37. HOMEOWNER'S ASSOCIATION MEMBERSHIP. Notwithstanding anything contained herein to the contrary, all owners of lots in Maple Glen Subdivision shall be required to be members of and by their acceptance of any deed to any lot in Maple Glen Subdivision, the owners of said Lot agree for themselves, their heirs and/ or assigns to become members of the Homeowners Association when said Association is formed. The lot owners understand and agree that it shall be the Association's responsibility to maintain any common areas as shown on the subdivision plat and to maintain the sign and any common street lighting in the subdivision.

The owners understand and agree that the Homeowner's Association shall be formed after the majority of lots in Maple Glen Subdivision have been sold or at the sole discretion of the subdivision developer. There shall be a monthly and/ or annual fee charged to all Homeowner's Association Members/ Lot Owners for maintenance/ upkeep and/ or real property taxes and/ or any other items that the association shall deem necessary or appropriate.

38. ENFORCEMENT. In the event that any one or more of the foregoing restrictive conditions be violated by anyone/ the party guilty of such violation shall be subject to and liable at the suit of any interested Owner within or without said Subdivision or any governmental authority, to be enjoined by proper process from such violation, and shall be liable for the payment of all costs, reasonable attorney fees, and all other expenses incident to such proceedings, which costs, attorney fees and other expenses are prescribed as liquidated damages; and such remedies shall not be exclusive but shall be in addition to all other remedies allowed by law.

THESE RESTRICTIONS SHALL BE BINDING ONLY UPON THE LOTS SHOWN ON THE RECORDED PLAT HEREIN DESCRIBED. THESE RESTRICTIONS ARE NOT MEANT TO AFFECT ANY OTHER PROPERTY OWNED BY THE DEVELOPERS WHETHER ADJOINING OR OTHERWISE, NOW OR IN THE FUTURE OWNED BY THE DEVELOPERS OF THIS SUBDIVISION.

WITNESS our signatures this 25th day of February, 2005.

[Signature]
John S. Stanbery
[Signature]
Lisa L. Stanbery

STATE OF TENNESSEE
COUNTY OF BRADLEY

On this 25th day of February, 2005, before me personally appeared John S. Stanbery and wife, Lisa L. Stanbery, to me known (or proved to me on the basis of satisfactory evidence) 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.

[Signature]
Notary Public

My Commission Expires: 8-24-05

