

MB 104-871

See Amendments
see plat # 103
p. 837

R E S T R I C T I O N S

J. PAUL HAMILTON and JEAN C. HAMILTON, being the owners in fee simple of certain property in the Third Civil District of Bradley County, Tennessee, conveyed by deeds recorded in Deed Book 116, Page 469, and Deed Book 170, Page 461, Register's Office, Bradley County, Tennessee, a portion of which has been platted as a residential subdivision known as MAPLETON FOREST SECTION I, as shown by Plat of record in Plat Book 4, Page 97, Register's Office, Bradley County, Tennessee, to protect the value of the property as described in the aforesaid deeds and to promote and develop an attractive residential area, hereby impose thereon for a period of 25 years from this date the following special covenants and restrictive conditions, to-wit:

1. Land Use: Lots are to be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling. No business or commercial activity of any kind shall be located upon any lot, nor shall any business of any kind, type or description be operated, directly or indirectly, out of any home. At no time shall any lot or tract be used, in whole or in part, as a street, thoroughfare, right of way, or for any utility easement connecting in any way with land outside this Subdivision, except with the express, written and recorded approval of the Developers, their heirs or assigns.

2. Building Type: No structure shall be erected or maintained on any lot other than a detached single family dwelling. All structures shall also be constructed of new materials. Unless brick, rock or some other durable, non-fading material shall be used, all structures shall be painted and maintained in a good and presentable condition at all times. No exposed

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Prepared by attorney
Larry D. Basham
Cleveland, Tennessee

6. Re-Subdivision of Lots: No lot may be re-subdivided into lots of smaller size, except for incorporation into adjoining lots. In such case, the re-subdivided area shall be considered one lot, i. e., in the event a portion of a lot is incorporated into an existing lot as shown on the original Plat, the existing lot plus the portion incorporated into it shall be considered one lot.

7. Utility and Drainage Easements: There shall be imposed upon all interior lot lines, a utility and drainage easement of five (5) feet, and ten (10) feet on all lot lines abutting the land adjacent to the Subdivision. There is also imposed upon all lots a fifteen (15) foot utility easement along the street lot lines.

8. Temporary Structures: No mobile homes, house trailers, tents, shacks, or other buildings of a temporary character or nature shall be erected, placed or moved onto any lot or lots within this Subdivision.

9. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or lots within the Subdivision. However, dogs, cats or other household pets will be permitted, provided that the same are not kept, bred or maintained for commercial purposes.

10. Septic Tanks: All dwellings not connected with public sewer lines shall be equipped with and properly served by a septic tank constructed in accordance with the requirements of the State Board of Health. Moreover, all septic systems shall be approved by the Bradley County Health Department or any other local agency which might, from time to time, have control over such matters.

11. 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. Any trailers or similar items or any junk, such as old appliances or partially dismantled automobiles, etc., shall be considered a nuisance per se. In addition, no activity shall be carried on upon any lot which may be or become an annoyance or nuisance by reason of smoke, dust, odor or noise.

12. All streets shown on the Plat are hereby dedicated to the public use; and all easements reserved are reserved and dedicated for the use of the owners or holders of lots for water, gas, sewer, electricity or other utilities and for other appropriate and legitimate purposes to the full extent that their usage does not interfere with the rights of the owners or holders of any other abutting lots. No public telephone, sewer, water or other public lines or other services shall run into or across any lot except through and along such easement. This restriction does not apply to house service connecting lines.

13. Maintaining of Curbery and Streets: The owner of each lot, particularly during construction, shall maintain and keep in good repair the curbery and streets adjacent to said lot and shall replace and/or repair the same, should it suffer damage occasioned by the owner, his builders, agents or servants. Curb cut for drive shall be made prior to the beginning of construction.

14. Fencing Easement: All lots which have Mouse Creek as border shall have imposed a fifteen (15) foot fencing easement along the Mouse Creek boundary line.

15. In the event that any one or more of the Restrictive covenants above set forth shall be violated by any party, either owner or tenant or otherwise, then the party or parties guilty of such violation shall be subject and liable, at the suit of the owner or owners, their successors or assigns, or 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's fees incident to litigation, which are agreed upon as liquidated damages and shall be liable for such other and additional damages as may accrue.

Invalidation of any one or more of these covenants by a judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

WITNESS the signatures of J. Paul Hamilton and wife, Jean C. Hamilton, this 26 day of January, 1979.

J. Paul Hamilton
Jean C. Hamilton

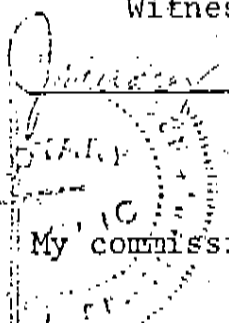
STATE OF TENNESSEE)
COUNTY OF BRADLEY)

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally came J. Paul Hamilton and wife, Jean C. Hamilton, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained and expressed.

Witness my hand and Notarial Seal, this 26 day of January, 1979.

Belle M. Lawson
Notary Public

My commission expires: 3-21-79



STATE OF TENNESSEE, BRADLEY COUNTY

THE FOREGOING INSTRUMENT AND CERTIFICATE WERE NOTED
NOTE BOOK 0 PAGE 141 AT 4:45 O'CLOCK PM

1-26-79 A.S. RECORDED IN 1160 BOOK 101

871 STATE TAX 10.00 10.00 WITNESS MY HAND

43184

James F. Loper

875

Amend. MB 103-837

WHEREAS, J. Paul Hamilton and wife, Jean C. Hamilton, developed a Subdivision in Bradley County, Tennessee, called MAPLETON FOREST, SECTION I, as shown by Plat recorded in Plat Book 4, Page 97, Register's Office, Bradley County, Tennessee; and

WHEREAS, The said J. Paul Hamilton and wife, Jean C. Hamilton, have conveyed certain of said lots to bona fide purchasers and have imposed thereon those certain Restrictions recorded in Miscellaneous Book 101, Page 871, in said Register's Office; and

WHEREAS, The owners of the lots so conveyed and the developers are desirous of amending Restriction No. 5 as shown in those Restrictions recorded in Miscellaneous Book 101, Page 871, in said Register's Office:

NOW, THEREFORE, In consideration of the premises and the mutual benefits to be derived therefrom, the undersigned do hereby amend Restriction No. 5 aforesaid to read as follows:

"5. Building Location: No building shall be erected on any lot nearer than thirty-five (35) feet from any street line, except that buildings erected on corner lots may not be erected nearer than twenty (20) feet from any street line; and the same shall be erected not nearer than fifteen (15) feet to any interior or exterior lot line."

IN ALL OTHER RESPECTS, Said Restrictions shall remain unchanged.

WITNESS our signatures, this 8 day of October, 1979.

J Paul Hamilton

J. Paul Hamilton
Jean C. Hamilton

Jean C. Hamilton

(Owners of all lots except Nos. 21, 22, 23, 24, 25, 26, 27, 34, 36, 40, 28, 13)

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Respectfully,
Larry R. Birkham
Cleveland, Tennessee