

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

RESTRICTIONS)
: FOR A VALUABLE CONSIDERATION, the
NORTH CREEK) : receipt of which is hereby acknowledged,
: We, RONNIE BALL and wife, LINDA BALL,
SUBDIVISION) : and WILLIAM H. ODOM and wife, BERNICE
ODOM, own real estate now located in the
Third Civil District of Bradley County,
Tennessee, being land known as North Creek Subdivision, a Plat of
which is recorded in the Register's Office for Bradley County,
Tennessee, in Plat Book 8, Page ____; that we have divided said
property into building tracts and in order to develop, protect
and maintain a desirable area of high standards and property
values to benefit all purchasers, owners and holders of Lots
within said Subdivision, we impose 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
of Lots 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. APPLICATION TO SPECIFIC LOTS. The Developers own land adjacent to said realty being divided, and, therefore, these Restrictions shall apply only to the Lots specified and shall not apply to any adjacent property unless specifically so indicated. This is to give notice that the adjacent tract may or may not contain restrictions, and this is to give notice that the Restrictions do not apply to anything other than Lots listed herein or the Lots designated in future subdivided areas or portions thereof.

2. LAND USE AND BUILDING TYPE. All Lots shall be used only for single-family residential dwellings. No business of any kind or commercial activity or enterprise shall be located upon any Lot nor operated out of any dwelling. No Lot shall have more than one single-family dwelling not to exceed two stories in height above ground (basements are permitted). Single and two-story buildings must have a double garage attached, although with approval of the Architectural Control Board a garage may be in the basement provided the dwelling size and location is approved. One and one-half story buildings shall only be required to have an attached garage if the Developers, or either of them, shall require a garage. If a garage is required, it shall be not less than a double garage. Prior consent of the Developers shall be required if no garage is attached.

Clothes lines, if any, shall be located to the rear of all houses.

Once construction has begun, it shall be completed in not less than twelve (12) months, and if not, the same shall be considered a "nuisance" under these Restrictions. Foundations of all buildings shall be brick except to the rear of the building (rear being the side opposite or away from the street).

3. DWELLING MINIMUM SIZE. No dwelling shall be permitted on any Lot having a ground floor area of the main structure exclusive of one-story open porches, breezeways and garages of not less than 1,200 square feet of living area and not less than 840 square feet on the ground floor of a dwelling of more than one story. The 840 square feet must have prior approval of the Developers. Any ground floor area on a single level of less than 900 square feet on the first floor shall have prior approval of

* For Amendment to Restrictions: see MB 260, pg. 385, 3-5-97 KS
error this release does not release the 723 5-305
For Release see BK 1363 pg. 238 9-3-03 DA.

the Developers. For the purpose of this provision, finished basements, the lower area of a split-level or split-foyer or garage area shall not be included in computing the ground floor square footage area. It shall also be required that there shall be a minimum of 400 square feet on the second floor of any dwelling containing more than one story.

4. BUILDING LOCATION. Building location shall be as shown on the recorded Plat, and may be adjusted by the requirements of the Health Department.

5. NUISANCES. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done on any Lot which may become an annoyance to the neighborhood. Dismantled or partially dismantled automobiles or the discarded appliances or junk left for more than seven (7) days shall be considered a nuisance, and any burned building not repaired or removed within sixty (60) days shall also be considered a nuisance. Parking of large commercial vehicles overnight upon the streets or in the driveways of the homes shall be considered a nuisance. Failure to pave the driveway from the road to the garage area within one (1) year shall be a nuisance.

6. TEMPORARY STRUCTURES. No structure of a temporary character of any type, including trailers, mobile homes, basements, tents, shacks, modular homes, garages, barns, or the like, shall be used on any Lot at any time, either temporarily or permanently, for living quarters. There shall be no outbuildings of any type allowed on any Lot at any time. Garages and/or utility rooms shall be attached to the residence proper. However, this does not preclude the construction of a swimming pool or outdoor fireplace of approximate ground level construction, but they shall comply to the setback lines specified on the recorded Plat.

7. LIVESTOCK AND POULTRY. Except for cats, dogs and other household pets, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. At no time shall any pets be kept, bred or maintained for commercial purposes.

8. SUBDIVISION OF LOTS. No Lot may be subdivided by anyone so as to reduce its size by more than 90% 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 a single 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. Furthermore, no Lot shall ever be used for road purposes for access to adjacent land outside the Subdivision.

9. SEPTIC TANKS. All dwellings not connected with public sewer lines shall be equipped and properly serviced by a septic tank constructed in accordance with the requirements of the State Board of Health, and in all cases prior to construction, the Bradley County Health Department shall be contacted for their approval of the construction plans if public sewer is not otherwise available.

10. DRAINAGE AND UTILITY EASEMENTS. Drainage and utilities easements are as shown on the recorded Plat.

11. STREETS AND EASEMENTS. All streets shown on the Plat are hereby dedicated to the public use; and all easements are reserved and dedicated for the use of the owners or holders of the Lots for water, gas, sewer, electricity, or other utilities

and for other appropriate and legitimate purposes to the full extent that their use does not interfere with the rights of the owners or holders of any abutting Lots. No public telephone, sewer, water or other public lines or services shall run into or across any Lot except through and along such easements. This Restriction does not apply to house service connecting lines which shall be placed underground from the street to each house. No overhead house service lines shall be allowed.

12. MAINTAINING OF CURBING AND STREETS. The owners 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 repair the same which may be damaged by the owner, his builders, agents or servants. After said construction, the owner shall continue to maintain the curbing and streets until such time as the maintenance of the same shall have been taken over and fully accepted and maintained by the appropriate governmental authority. As a portion of the construction, driveways to dwellings shall be paved, either by concrete or hotmix asphalt, and the same shall be done within one (1) year from the date of the beginning of construction of the home. All residents are required to have a driveway of such construction.

13. SPECIAL RADIO AND TV EQUIPMENT. There shall be no type of radio or equipment using airwaves by any residence which will interfere with the normal reception of radio and television or other appliances used or maintained in the Subdivision. No satellite reception dishes or other TV or radio or short wave antennas or disks shall be allowed unless placed to the rear of the residence on any Lot.

14. GARBAGE. All garbage and rubbish and like material 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.

15. VACANT LOTS. The owners of all vacant Lots shall keep the same mowed and in a neat and orderly fashion. No construction materials shall be stored on any vacant Lot.

16. FENCES. No fences shall be permitted in the front or on either side of any building. Any fences shall be of new materials and shall be to the rear of the dwelling proper.

17. CEDAR OR OTHER WOOD SIDING. All exposed cedar siding or other wood outside surfaces must be stained and/or painted so as to give a finished appearance.

18. TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date of their recordation, after which time such covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the majority of the then owners of the Lots has been recorded changing said covenants in whole or in part. For the purposes of said vote, each original Lot shall have one vote.

19. 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.

20. 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, or of 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 fees incident to such injunctive or other type proceedings, which costs and attorney fees are prescribed as liquidated damages; and shall also be liable for such other and incidental 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. AMENDMENT. The undersigned subdividers, or any three (3) of them, may, for a period of ten (10) years following the recordation of these restrictions, amend or modify any provisions herein or add any additional restrictions or limitations or reduce the requirements as set forth herein for any Lots or Tracts without notice to any Lot owner or holder of interest therein.

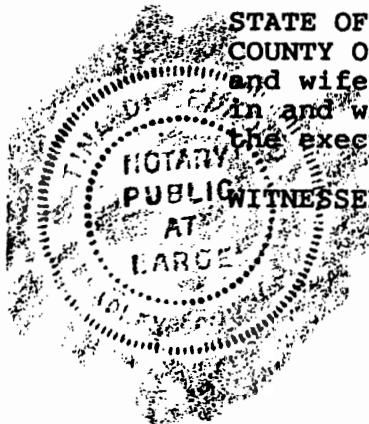
WITNESS our signatures this 3rd day of December, 1996.

Ronnie Ball
Ronnie Ball
Linda Ball
Linda Ball
William H. Odom
William H. Odom
Bernice Odom
Bernice Odom

STATE OF TENNESSEE) Before me personally appeared RONNIE BALL
COUNTY OF BRADLEY) and wife, LINDA BALL, and WILLIAM H. ODOM
and wife, BERNICE ODOM, to me known to be the person(s) described
in and who executed the foregoing instrument, and acknowledged
the execution of the same as their free act and deed.

WITNESSED by me, this 3rd day of December, 1996.

Jina H. Ledford NOTARY PUBLIC
My Commission Expires 5/10/2000



Mail to:
Bill Odom
P.O. Box 3904
Cleveland, TN 37320

STATE OF TENNESSEE, BRADLEY COUNTY
The foregoing instrument and certificate were noted in
Note Book 2 Page 226 at 2:45 O'Clock P M
12-12-96 and recorded in NB Book 256
Page 723 State Tax Paid \$ Fee
Recording Fee 16.00 Total \$ 16.00 Witness my hand
Receipt No. 2494
Jina H. Swafford, Register

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

AMENDMENT TO
RESTRICTIONS
NORTH CREEK SUBDIVISION

WHEREAS, North Creek Phase I Subdivision, is recorded in Plat Book 8, page 127, and was developed by RONNIE BALL and wife, and WILLIAM H. ODOM and wife,;

WHEREAS, item 3 entitled "DWELLING MINIMUM SIZE" calls for a 1,200 square feet of living area under certain conditions and said 1,200 feet is to be reduced to 1,100 feet, and;

WHEREAS, the undersigned are the sole owners of the lots within said subdivisions, none having been sold to any third parties and thus they have a legal right to modify these restrictions and therefore do amend the restrictions as follows;

NOW THEREFORE, in consideration of the premises, the Developers of North Creek Subdivision, being the sole present owners of all Lots within said Subdivision, do hereby agree to modify Paragraph 3 of the Restrictions for North Creek Subdivision which Restrictions are recorded in ROBCT in Misc. Book 256, page 723, so as to allow the following amendment.

UNDER Item 3 of said Restrictions, line 4, which calls for a "1,200 square feet of living area," the same shall be replaced, and substituted therefor the figures and words as follows; "1,100 square feet of living area".

The above is the only change to the Restrictions and we do not otherwise change, amend or modify the Restrictions in any manner.

Dated this 20 February 1997.

Ronnie Ball
Ronnie Ball
Linda Ball
Linda Ball
William H. Odom
William H. Odom
Bernice Odom
Bernice Odom

STATE OF TENNESSEE)
COUNTY OF BRADLEY) Before me personally appeared RONNIE BALL
and wife, LINDA BALL, and WILLIAM H. ODOM,
and wife, BERNICE ODOM, to me known to be the person(s) described
in this who executed the foregoing instrument, and acknowledged
the execution of the same as their free act and deed.

WITNESSED by me, this 20th day of February, 1997.

Joe B. Goode NOTARY PUBLIC

My Commission Expires 11-23-97

Mail To:
Ronnie Ball
515 Cedar Springs Ch Rd.
Clev. TN
37323

385

STATE OF TENNESSEE, BRADLEY COUNTY
The foregoing instrument and certificate were noted in
Note Book 2, Page 304 at 2:30 O'Clock P.M.
3-15-97 and recorded in MB Book 260
Page 385 State Tax Paid \$ Fee
Recording Fee 8.25 Total \$ 8.25 Witness my hand
Receipt No. 27890
Ocell Swafford, Register