

No Model

This instrument prepared by L. Harlen Painter, Attorney
P. O. Box 1169, Cleveland, TN 37364-1169

RESTRICTIONS) FOR A VALUABLE CONSIDERATION, the receipt
 WEATHERFORD) of which is hereby acknowledged, TAYLOR
 PLACE) CAWOOD, MAX R. CARROLL, and DAVID R.
) CARROLL, being the owners of the land known
 SUBDIVISION) as WEATHERFORD PLACE SUBDIVISION, a Plat of
) which is recorded in the Register's Office
) for Bradley County, Tennessee, in Plat Book
)
) 8, page 7, have divided said property into building lots,
) and in order to develop, protect and maintain a desirable
) community and high standards of property values therein, and, for
) the benefit of all purchasers, owners, or holders of lots within
) said Subdivision, the following special covenants and restrictive
) conditions 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 single-family 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 or for any utility easement connecting from said 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 Developers or one or more persons designated by Developers, 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 Review Board may require any changes, not otherwise prohibited in these restrictions, concerning size, design, style, location, type of exterior, etc., with regard to the building. The decision of Developers or their successors in interest, or the committee if such shall have been appointed, shall be final. Where the conflict cannot be reconciled, Developers or their successors in interest, shall, upon demand of the original purchaser, refund, without interest and without payment of any charges, the principal amount originally paid to Developers for the lot in conflict.

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 two and one-half stories in height, and no more than one (1) residence shall be permitted upon any one lot.

There shall be no dwellings or buildings erected of a geodesic dome design, or of any extremely unusual design without the express approval of the Developers, their heirs and/or assigns. There shall be no artificial or man-made stone materials used at any point on any lot. All roofs shall contain a minimum pitch ratio of 5 to 12. All foundations on all buildings, shall be of brick or mountain stone unless otherwise approved by the Developers, their heirs and/or assigns. There shall be no metal, wire, or chain link fencing in front of any dwellings (either along the side or front boundaries) and all fences to the rear of the building shall be of new materials and kept in a good condition at all times.

All dwellings containing a fireplace and/or chimney of any kind that is visible on the exterior of the dwelling shall be covered with brick, mountain stone, or siding, unless otherwise approved by the Developers, their heirs and/or assigns.

Dwellings shall be set back from the street as provided for on the recorded Plat of this Subdivision.

4. COMPLETION. Once construction has begun, all residences shall be completed in not less than ten (10) months, otherwise it shall be considered a nuisance under the terms of these restrictions.

Upon completion of the construction of the main dwelling, the owners of each lot in this Subdivision shall expend for landscaping a minimum of \$750.00 which shall not include any monies spent for labor, soil preparation and grass seeds. This provision shall apply to any re-construction of any destroyed dwelling. This landscaping shall be completed under the terms of these Restrictions. All landscaping shall conform to the following standards: final landscaping plans for all initial construction shall be approved by the Developers or by the Architectural Review Board before any dwelling is occupied. In all events, within thirty (30) days after final inspection by the Building Inspector, all of the yard visible from the street must be planted and landscaped in accord with approved plans unless a delay is approved in writing by the Developers or the Architectural Review Board. The minimum \$750.00 cost as quoted in this paragraph shall be adjusted upward after two (2) years from the date of the recording of this document so as to keep up with inflation on a percent basis.

5. DRIVEWAYS DURING CONSTRUCTION. Before any construction is begun, a temporary driveway with at least crusher-run stone thereon shall be installed and said drive 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 hard surfaced material, made of concrete of a minimum width of sixteen (16) feet. There shall be no direct or gravel driveways permitted or maintained after construction is complete. Said driveway shall be concreted/completed within ninety (90) days after initial occupancy of the dwelling or within ninety (90) days from the date of the filing of the Notice of Completion, whichever is first to occur.

6. SUBDIVISION OF LOTS. No lot may be subdivided by anyone other than the original Developers who shall have the authority to resubdivide any lot. 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 90% of its original lot 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 this provision. No lot shall be divided for the purpose of creating a new or separate lot for building purposes; each division, except as made by the Subdivision Developers, shall be for the purpose of adding to an adjacent tract of land. There shall be no utility station of any sort located on any lot unless as otherwise approved by the Developers.

7. SIDEWALKS. The owner of each lot must, at the time the home is constructed, build a 48-inch wide sidewalk along the street side of the lot. The sidewalk must be located 36 inches away from the street curb, except for the lots along Urbane Road where the sidewalk will be 36" inside the property line. The sidewalk shall tie into the walk on the adjoining lots, if previously constructed, and be compatible with the remainder of the sidewalks in the Subdivision as to size and materials. Each lot owner shall be responsible for maintaining the sidewalk along the front of their lot. All sidewalks shall be constructed of concrete.

8. 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 1,400 square feet nor less than 1,150 square feet for a dwelling of more than one story on the ground floor, and for the purposes of this provision, finished basements, the lower area of split level or split foyer or garage areas shall not be included in computing the ground floor square footage area. It shall also be required that there shall be a minimum of 600 square feet on the second floor of any dwelling containing more than one story.

Each dwelling, except for a dwelling containing at least 2,400 square feet of floor space on one level, shall have an attached garage containing at least 484 square feet of space which shall be attached to the main dwelling itself.

9. WATER SUPPLY SYSTEM. No individual water supply system shall be permitted on any lot, unless such system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of both State and local health authorities, and approved by the Subdivision Developers, their heirs and/or assigns. Approval of such system as installed shall be obtained from such authority as well as the Developers of the Subdivision, and/or their heirs and assigns.

10. SWIMMING POOLS. No above ground swimming pools shall be permitted. Any pool constructed shall be fully covered on all sides so that it is only exposed at the top and must be located to the rear of the house or suitably fenced to blend with the house as approved by the Architectural Control Committee. The swimming pool shall conform to the side yard setback requirements as set out in these restrictions unless all abutting landowners waive, in writing, this requirement.

11. 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/or the streets that are damaged by himself, his builders, agents or servants.

12. 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.

13. WINDOWS. All dwellings constructed in this Subdivision shall have high quality double-paned insulated windows but must be a minimum of high quality aluminum prefinished windows. There shall be no aluminum finished windows used in this Subdivision. All windows should be of top quality and shall be approved in all cases by the Subdivision Developers, their heirs and/or assigns.

14. 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 the lots a fifteen (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, cable, telephone or otherwise, from streets to any structure, nor from any other point to any structure.

15. TEMPORARY STRUCTURE OR MOBILE HOMES. No mobile homes, double wides, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot within said development. Specifically prohibited is the partial construction such as a basement of a house and moving prior to the full completion of said house. Such structure shall be considered temporary and prohibited.

16. ANIMALS. No animals, livestock or poultry of any kind, or swine of any kind, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. However, there shall be no more than two (2) such pets allowed on any one lot.

17. SEPTIC TANKS. All dwelling houses not connected with public sewer lines shall be equipped and properly served by a septic tank constructed in accordance with the requirements of the State Board of Health.

18. 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, junk, such as stoves, 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 for ninety (90) days after occupancy of a dwelling of all building material, such as block, bricks, lumber, etc., from street view shall be a nuisance, per se. Also, any dwelling which has been destroyed or damaged to any degree which is externally visible shall be repaired or removed within six (6) months from such destruction or damage: the failure to do so shall be a nuisance per se. Satellite dishes and visible antennas are permitted subject to the following conditions: any and all satellite dishes located on any lot within said Subdivision shall not be visible from the street and must be located in the rear yard and must be of a black mesh type or as otherwise approved by the Developers, their heirs and/or assigns. All antennas must be of high quality and must be approved by the Developers, their heirs and/or assigns. The Developers reserve the right to remove dangerous or dead trees, briars, weeds, vines, etc., from any vacant lot so long as it is vacant.

19. 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 a three (3) day time limit in any driveway in front of a structure or in the front yard of, or to the side of, any dwelling, nor of any vacant lot so as to be exposed to the street. Such vehicle or trailer shall be parked in a garage, basement or to the rear of any residence so as to be out of the normal view from any street within the Subdivision.

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

21. SUBDIVISION MAINTENANCE. To maintain the beauty and property values, each lot owner shall be responsible for keeping his entire land area in a neat and attractive condition by mowing, trimming, etc. Developers' responsibility, other than as landowners, shall terminate upon the "final approval" of the appropriate Planning Commission, as to the Subdivision proper.

22. HOLIDAY DECORATIONS. All Christmas decorations used upon any lot or within the Subdivision boundaries must be and shall be taken down by no later than 15 February of each successive year.

23. CONSTRUCTION. All buildings must be built to a minimum of the Bradley County Building Code. 197

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

25. PROPANE TANKS. There shall be no above ground propane tanks and/or fuel tanks of any form located above the ground upon any lot within said Subdivision. Any propane tanks allowed must comply with Federal and State environmental requirements.

26. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until 1 April 2014, 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 lots within said development it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot as originally sold by Developers, shall have one vote.

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

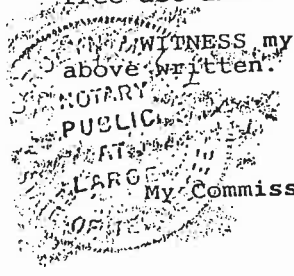
28. ENFORCEMENT. In the event that any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of such violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lots 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 proceedings, which costs and attorney fees are prescribed as liquidated damage; and shall also be liable for such other and additional damage 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.

THESE RESTRICTIONS SHALL BE BINDING ONLY UPON THE LOTS SHOWN ON THE AFOREMENTIONED PLAT. THESE RESTRICTIONS ARE NOT MEANT TO AFFECT NOR INTENDED TO AFFECT ANY OTHER LAND(S) WHETHER ADJOINING OR OTHERWISE OWNED NOW OR IN THE FUTURE BY THE OWNER/DEVELOPERS OF WEATHERFORD PLACE SUBDIVISION.

WITNESS our signatures this 16 day of ~~June~~ ^{August}, 1994. Mauro;
Taylor Cawood 1711 Keith St.
Taylor Cawood Cleveland, TN 37311
Max R. Carroll
Max R. Carroll
David R. Carroll
David R. Carroll

STATE OF TENNESSEE
COUNTY OF BRADLEY

On this the 16th day of ~~June~~ ^{August}, 1994, before me personally appeared TAYLOR CAWOOD, MAX R. CARROLL and DAVID R. CARROLL, 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.



I, _____, Notary Public, do hereby certify that I have witnessed my hand and seal at office, this the day and year above written.

Carolyn M. Day
Notary Public

My Commission expires: June 22, 1998 No. 198

STATE OF TENNESSEE, BRADLEY COUNTY
The foregoing instrument and certificate were noted in Note Book X Page 913 at 11:30 o'clock A.M. on 8-22 1994 and recorded in MB Book 221 Page 194 State Tax Paid Fee Recording Fee 20.00 Total 20.00 Witness my hand and seal this 22 day of August, 1994.
Receipt No. 35590

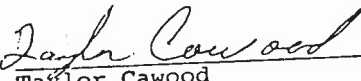
Odell Swafford, Register

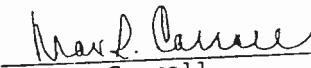
AMENDMENT TO RESTRICTIONS OF WEATHERFORD PLACE SUBDIVISION

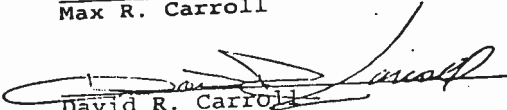
We, TAYLOR CAWOOD, MAX R. CARROLL and DAVID R. CARROLL, being the original developers of Weatherford Place Subdivision as shown by plat of record in Plat Book 887 in the Register's Office of Bradley County, Tennessee, and having placed the restrictive covenants on said Subdivision as evidenced by instrument dated August 16, 1994 and recorded in Misc. Book 221, page 194, in the Register's Office of Bradley County, Tennessee, desire to amend Paragraph 7 of said restrictive covenants and conditions as follows:

"7. Sidewalks: The owner of each lot must at the time the home is constructed build a 36" wide sidewalk along the street side of the lot. The sidewalk must start at the street curb except for the lots along Urbane Road where the sidewalk will start at the property line and be outside the lot line. The sidewalk shall tie into the walk on adjoining lots if previously constructed and be compatible with the remainder of the sidewalks in the subdivision as to size and materials. Each lot owner shall be responsible for maintaining the sidewalk along the front of their lot. All sidewalks shall be constructed of concrete."

IN TESTIMONY WHEREOF, we have hereunto set our hands this ____ day of September, 1994.


Taylor Cawood


Max R. Carroll


David R. Carroll

STATE OF TENNESSEE
COUNTY OF BRADLEY

On this the ____ day of September, 1994, before me personally appeared TAYLOR R. CAWOOD, MAX R. CARROLL, and DAVID R. CARROLL, 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.

WITNESS my hand and seal at office, this the day and year above written.

Notary Public

My Commission expires: _____

7-22-94

Subject: Weatherford Place Subdivision
To Whom It May Concern:

On this date this office made a field inspection for final approval with the following restrictions and recommendations.

1. Because of lot sizes all lots are restricted to 3 bedroom houses or less.
2. All lots are granted approval for construction of subsurface disposal, however, at the time of construction each lot will be evaluated according to the size of the structure and the ability to install initial and duplicate septic systems. All plans must be submitted or house site staked off prior to issuance of permits.
3. All utilities must be taken up property lines if installed underground.
 - (A) Lots 51 & 52 must have at least 2,280 square feet of usable soil for septic system and duplication.
 - (B) Lots 20,21,25 & 50 must have at least 1,980 square feet of usable soil.
 - (C) Lots 6,7,8,11,19,22,24,29,33,36,37,41,42,43,44,45,47 must have at least 1,500 square feet of usable soil.
 - (D) All lots not listed above must have at least 1,800 square feet of usable soil.

The restrictions listed below are recommended for best utilization of soil and slope for house sites.

- Lot 1 - Minimum set back from street and close to lot line 2 with field lines in back and side.
Lot 2 - Same as lot 1 but close to lot line 3.
Lot 3 Minimum set back from street with field lines in back.
- Lot 4 - Minimum set back from street and close to lot line 5 with field lines in back and side.
- Lot 5 - Drain through lot - minimum set back from street. May have to pump across top of drain to back of lot for field lines. Elevations will have to be checked.
- Lot 6 - Minimum set back from either street with field lines in back.
- Lot 7 - Minimum set back from street and close to lot line 8 with field lines in back and side.
- Lot 8 - Close to back lot line and lot line 9 with field lines in front.
- Lot 9 - Same as lot 8 but close to lot line 8.
- Lot 10 - Close to back lot line and lot line 11 with field lines in front.
- Lot 11 - Same as lot 10 but close to lot line 10.
- Lot 12 - Minimum set back from street and close to lot 13 with field lines in back.
- Lot 13 - Minimum set back from street with field lines in back.
- Lot 14 - Minimum set back from street and close to lot 13 with field lines in back.
- Lot 15 - Minimum set back from street with field lines in back.
- Lot 16 - Same as lot 15
- Lot 17 - Same as lot 15 and 16 but hold close to lot line 17.
- Lot 18 - Close to back property line and lot line 19 with field lines in front.
- Lot 19 - Same as lot 18 but hold close to lot 20
- Lot 20 - Close to lot line 22 and back property line but because of shape of lot this will be difficult. House site critical.

- Lot 21- Depending on which street house faces it will have to set close to street or along back property line.
- Lot 22 -Close to lot line 23 and back property line. House site is critical because of shape of lot.
- Lot 23-Close to back property line with field line in front.
- Lot 24-Minimum set back from street with field lines in back.
- Lot 25-Same as lot 24
- Lot 26-Same as lot 24,25.
- Lot 27-Minimum set back from street and close to lot line 26 with field lines in back.
- Lot 28-Minimum set back from street and close to lot line 27 with field lines in back.
- Lot 29-Minimum set back from street and close to lot line 28 with field lines in back.
- Lot 30-Minimum set back from street and close to lot line 29 with field lines in back.
- Lot 31-Minimum set back from street with field lines in back.
- Lot 32-Same as lot 31
- Lot 33-Minimum set back from street and close to intersection of streets with field lines in back.
- Lot 34-Minimum set back from street with field lines in back.
- Lot 35-Minimum set back from street and close to lot line 34 with field lines in back.
- Lot 36-Close to back property line and lot line 37 with field lines in front.
- Lot 37-Same as lot 36 but close to lot line 36.
- Lot 38-Same as 36 and 37 but close to lot line 37.
- Lot 39-Minimum set back from street with line in back.
- Lot 40-Minimum set back from street and close to lot line 41 with field lines in back and side.
- Lot 41-Minimum set back from street and close to lot line 42 with field lines in back and side.
- Lot 42-Close to back property line and lot line 41 with lines in front.
- Lot 43-Same as lot 42 but close to lot line 42.
- Lot 44-Close to back property line with field lines in front.
- Lot 45-Minimum set back from street with field lines in back.
- Lot 46-Minimum set back from street and close to lot line 45 with field lines in back and side.
- Lot 47-Same as lot 46 but close to lot line 46.
- Lot 48-Minimum set back from street with field lines in back.
- Lot 49-Close to back lot lien with field lines in front.
- Lot 50 Same as lot 49.
- Lot 51 & 52-Lots have to be perked and 1 foot of fill has to be removed from lot 51.

House sites must be held close to back property lines with field lines in front.

Each buyer and /or developer should be made aware of these restrictions and understand that failure to follow them will result in no approval of their individual subsurface disposal system by this office. These restrictions are formulated to give the best utilization of the area available for sewage disposal.

If I can be of futher assistance to you please call me at the Bradley County Health Department at 476-0568

Richard Alford
Richard Alford
Env. Spec III

