

OF

CHERRYBROOK SUBDIVISION

LOCATED IN THE SECOND CIVIL DISTRICT OF HAMBLLEN COUNTY, TENNESSEE

April 24, 1972

WHEREAS, CARL DALTON, DAVID CARL DALTON, ROBERT V. STEWART & WILLIAM C. JONES, partners, doing business as "DALTON, DALTON, STEWART & JONES", in Morristown, Hamblen County, Tennessee, are the owners of the subdivision known as "CHERRYBROOK SUBDIVISION" which has been subdivided and recorded and which they propose to restrict by this instrument, and

WHEREAS, said subdivision is known as "Cherrybrook Subdivision", located in the Second Civil District of Hamblen County, Tennessee, and a map or plat of the said subdivision is of record in the Register's Office of Hamblen County, Tennessee, in Plat Book 6, page 47; and

WHEREAS, it is now desired and the intention and purpose for the benefit and protection of the present owners and the purchaser or purchasers of a lot or lots in this subdivision and in order to establish a sound value for these lots, to record these restrictions so that they may be binding and enforceable and of public record.

NOW, THEREFORE, in consideration of the premises and for the purposes herein set out, the above named owners do hereby bind themselves, their heirs and assigns, to impose the following covenants that run with the land or lots in said subdivision hereinabove referred to and described as follows:

1. **TERMS:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. **LAND USE AND BUILDING TYPE:** All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two and one-half stories in height, or a duplex which will permit two families, and a private garage for not more than three cars.
5. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line than 35 feet or nearer to a side street line, if a corner lot, than 20 feet. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. These setback lines are to improve appearance and are for builders of houses to follow; however, it would not be considered a violation of these restrictions in case of a four foot variance. For the purpose of this covenant, eaves, steps, and open porches, shall not be considered as a part of a building; provided, however, this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Transfer Tax \$	_____	Receipt No.	24959
Mortgage Tax	_____	Filed	1:10 P.M.
Reg. Fee	_____	Date	4-24-72
Total \$	_____	C. D. Sawyer, Sawyer Register of Deeds	

6. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any of the lots at a cost less than \$12,000.00, based on the cost level prevailing on the date these covenants are recorded. The ground floor of the main structure, exclusive of one story open porches and garages, shall not be less than 900 square feet for a one story, nor less than 800 square feet for a dwelling of more than one story.

7. EASEMENTS: Easements for installation and maintenance of public utilities are reserved along 5 feet of the lot lines. Easements for drainage purposes are reserved over five feet of the rear lot lines. A five (5) foot drainage and utility easement is also reserved on both sides of all interior side lot lines. Where lots or parts of lots are combined, said easements are applicable only to the outside lines. A 5 foot easement for drainage and utilities is reserved on both sides of rear lots, minimum 10 feet.

8. 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 or nuisance to the neighborhood.

9. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

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

11. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

13. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hamblen County Public Health Authority. Approval of such system as installed shall be obtained from such authority.

15. LOT AREA AND WIDTH: No residential structure shall be erected or placed on any building plot, which plot has an area in square feet of less than the smallest lot shown on the recorded plat, or a width of less than the narrowest lot at the front building setback line as shown on the recorded plat.

WITNESS OUR SIGNATURES, this April 24, 1972

Carl Dalton
Carl Dalton

David Carl Dalton
David Carl Dalton

Robert V. Stewart
Robert V. Stewart

William C. Jones
William C. Jones

STATE OF TENNESSEE)
)
HAMBLEN COUNTY)

On this 24th day of April ~~24~~, 1972 before me personally appeared the within named CARL DALTON, DAVID CARL DALTON, ROBERT V. STEWART and WILLIAM C. JONES, 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.

WITNESS my signature and seal of office.

James D. Bradley
NOTARY PUBLIC

My commission will expire:
July 15, 1975

