

Prepared by Lynda Epperson DBA Epperson Homes LLC, Owners
3231 Bluff Drive NW
Cleveland, Tennessee 37312

RESTRICTIONS) FOR A VALUABLE CONSIDERATION, the receipt of
) which is hereby acknowledged,
Stone Creek Subdivision) Epperson Homes LLC

of Bradley County, Tennessee, being the owners of land known as Stone Creek Subdivision, a plat of which is recorded in Plat Book 39 page 115, have divided said property into building lots and/or tracts, and in order to develop, protect and maintain a desirable community and high standards of property values therein for the benefit of all purchasers, owners, or holders of lots or tracts within said subdivision, the following special 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 tracts, 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 and made a part of each conveyance in detail. When referring to developers in this document this includes their heirs and assigns.

1. **LAND USE.** All lots or tracts shall be used for residential purposes only. There shall be no business of any kind located upon any lot or tract, nor shall any business of any kind be operated out of any home. At no time shall any lot or tract 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, HIS HEIRS OR ASSIGNS. Once Construction Has Begun, It Shall Be Completed In Not More Than Twelve (12) Months,** otherwise it shall be considered a nuisance with remedies as are specified in these Restrictions.

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 the developers or their heirs or assigns. **IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS OR TRACTS IN THIS SUBDIVISION AGREE** that the developers 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 developers shall not be unreasonable in its demands.

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 (1) residence shall be permitted upon any lot or tract. All dwellings shall have at least a single car garage attached to the main dwelling or in the basement.

All structures including garages and outbuildings shall be constructed of new material, and unless of brick or rock or of some non-fading material approved by the developer, the same shall be painted and maintained in a good condition at all times, and all structures must be approved as noted in Paragraph 2 above. The entire foundation of all dwellings shall be constructed of brick or stone unless otherwise approved, in writing, by the developer.

There shall be no dwellings or buildings erected of a geodetic dome design, or of any extremely unusual design without the express approval of the developer, his heirs and/or assigns. Any artificial or manmade stone must be approved by the developer. Seventy percent (70%) of all main roofs must have a roof pitch of 6 to 12 or greater. All foundations shall be of brick or stone. 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 dwelling shall be of new materials and kept in good condition at all times. Satellite dishes over 18 inches in diameter are prohibited upon all Lots within said Subdivision. Satellite dishes shall be concealed from the street view.

All roofs shall be constructed with dimensional shingles. Outbuildings must be constructed of new material of similar material as the home and construction. Outbuildings may be built behind the main structure. They must be located to the rear of the home.

4. 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 shall be concrete with proper crowning and drainage and shall be installed within two (2) months after the initial occupancy of the dwelling.

During construction property owners shall remove all debris in a timely manner and shall take all steps necessary to prevent soil and debris from washing on other lots or streets.

5. SUBDIVISION OF LOTS OR TRACTS. No lot or tract may be subdivided by anyone other than the original developers who shall have the authority to re-subdivide any lot or tract, but in no event shall the re-subdivision of any lot or tract contain less than the minimum square footage in the City Zoning Laws. However, this does not preclude the addition of the portion of a lot to another lot, so long as the lot from which the portion is taken contains at least 51% 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 or tract 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.

6. DWELLING SIZE. The developers shall strive to maintain a minimum of 1300 square feet of heated, improved area for a single-story home. However, the developers or his heirs or assigns, reserve the right to approve a lesser or different square footage at the sole discretion of the developers, assuming that the developers determine the plan as approved will not have an adverse effect upon the subdivision. This shall be within the sole discretion of the developers. The minimum square footage requirements for living area is 1300 square feet for a single-story dwelling; 1400 square feet for a 1 ½ story dwelling with a minimum of 700 square feet on the main level and 1600 square feet for a 2 story dwelling with a minimum of 700 square feet on the main level. The footages are for heated and cooled living space. These footages do not include the attached garage, which shall be attached to the house and shall be at least a single car garage. In all provisions of this paragraph, the decisions shall be those of the developers.

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 the lots a twenty (20) foot utility easement along the street lines. **ALL UTILITY WIRES FROM STREETS TO BUILDINGS UPON EACH LOT SHALL BE BURIED.** There shall be no exposed service connection wires for electricity, telephone, cable or otherwise from streets to any structure. Owners reserve the right, without liability, to remove trees along lot lines for installation of any type utility or sewer lines.

8. BUILDING SETBACK LINES. All structures shall be set back from the street, a minimum of 25 feet. All structures shall be at least 15 feet from the rear lot lines and shall not interfere with the existing utility easements. All structures shall be at least 10 feet from interior lot as approved by the city and/or developer, otherwise known as side setback. Side street setback is 25 feet.

9. TEMPORARY STRUCTURE OR MOBILE HOMES. No mobile homes, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot within any phase or section of this subdivision. Specifically prohibited is the partial construction, such as a basement of a house, and moving into said partially constructed dwelling prior to its full completion. Such structure shall be considered temporary and prohibited.

10. **NUISANCES.** No noxious or offensive activity shall be carried upon any lot, or shall anything be done thereon which may be or may become an annoyance to the neighborhood. The having or allowing trailers, debris or junk shall constitute a nuisance per se. Recreational vehicles or trailers may not be parked in the front or side of said lots for a period exceeding three (3) days. 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 materials, such as blocks, bricks, lumber, etc., from street view shall be a nuisance per se. Any dwelling which has been destroyed or damaged to any degree which is extremely visible shall be repaired within six (6) months from such destruction or damage. The failure to do so shall be nuisances per se. Satellite dishes over 18 inches in diameter are prohibited and to install one shall be considered a nuisance per se.

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

12. **HOLIDAY DECORATIONS.** All lot owners understand and agree that any and all Christmas and/or other holiday decorations used upon any lot or within the subdivision boundaries shall be fully and completely removed by no later than the first of February of each year or within 1 month of any other decorated holiday.

13. **ON STREET PARKING.** All parties understand and agree that there shall be no on the street parking by anyone in said subdivision on a regular basis. A regular basis shall include a period in excess of two (2) consecutive days and/or on an ongoing basis.

14. **GARBAGE RECEPTACLES.** Any and all garbage or trash containers must be placed in enclosed areas or the rear or side lot and must not be visible from the adjoining sites, houses, or from any street. When garbage or trash is placed upon the curb for pick-up, it must be in containers with lids to prevent spillage. All garbage or trash containers should not be placed at the curb no more than 24 hours prior to garbage pick-up, nor should the garbage container or receptacle be left at the curb more than 24 hours after garbage pick-up.

15. **MAILBOX POST.** All mailbox posts must be of the same materials and shall be purchased and installed by the homeowner at a place to be designated by the developer. All mailboxes must be approved by the developer and shall be the same color and maintained in that color by the homeowner.

16. **SOUND DEVICES.** There shall be no exterior speakers, horns, whistles, or other sound devices which are unreasonably or annoying except security devices exclusively for security purposes. The playing of loud music from any deck, porch, driveway, or yard shall be considered offensive and/or an obnoxious activity constituting a nuisance under the terms of the deed restrictions.

17. **LAUNDRY.** There shall be no outdoor clothesline of any type on any lot within said subdivision. No owner, guest or tenant, shall hang laundry from any area within or outside a dwelling residence if such laundry is within public view. Laundry shall not be placed in public view to dry, such as on a fence, balcony or deck railing. The developers or the Homeowners Association may however, temporarily waive this provision during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

18. **AIR CONDITION UNITS.** There shall be no window unit air conditioners allowed in any dwelling located in this subdivision. Central heat and air conditioning systems shall be located to the side or rear of the dwelling. Developers must approve any other kind of heat and air system which is located on the outside of the home.

19. **GARAGE SALES AND/OR MOVING SALES.** There shall be no more than (2) yard sales and /or moving sales conducted upon any one lot located within the subdivision in any twelve-month period. Any sign used to advertise a yard sale or moving sale cannot be more than 5 square feet and must be removed promptly when sale is over.

20. **SIGNS.** There shall be no sign of any kind displayed to the public view on any lot except up to two signs of not more than five (5) square feet advertising property for sale or rent, or signs used by the builder to advertise to be under construction and sale. This paragraph does not apply to the developers as they may need more signs for advertisement of the homes and subdivision.

21. **SOLAR PANELS.** There shall be no solar panels located on the front of a dwelling or visible from the streets. Any solar panels must be located on the rear of the home or in the rear of the lot.

22. **MOTOR HOME, BOAT, CAMPER TRAILERS AND TRAVEL TRAILERS.** There shall be no motor home, boat, travel trailer, camper trailer or other similar travel vehicles, whether motorized or not, parked for longer than a three (3) day period in any driveway in front of a dwelling or to the side of a dwelling, nor on any vacant lot so as to be exposed to the street. Such vehicle or trailer must be parked inside a basement, garage, or at the rear of any residence so as not to be in view from the street.

23. **ANIMALS.** No animals of any kind shall be raised, bred or kept on any lot except for dogs and cats provided they are not kept, bred or maintained for commercial purposes. No more than two (3) pets are permitted upon any one (1) lot. No animal shall be permitted to run free and must be confined by leash or fence to the property of the owner. All easements on perimeter of lots and detention areas are not for walking pets. These easement areas are for utility access and/or mowing and repairing of the detention areas.

24. **LANDSCAPING.** Upon completion of construction of the main dwelling, the owners of each lot or tract in this subdivision shall expend for landscaping a minimum of one thousand dollars (\$1000) to seed, straw, or sod the entire lot and install other landscaping bushes or trees as the owner would like. No artificial flowers or artificial plants are to be inserted in the ground of any lot located in this subdivision.

25. **DRILLING.** No oil drilling or oil development operation or refining, coring, or mining operation of any kind shall be permitted upon any lot, nor oil wells, tanks, etc.

26. **WATER SUPPLY SYSTEM.** All lots shall be supplied with water and sewage systems by Cleveland Utilities or its' successor.

27. **SWIMMING POOLS.** No above ground swimming pools shall be permitted. Any pool constructed shall be 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 developers. Swimming pools shall conform to the side yard setback requirements as set out in these restrictions, unless all abutting landowners waive, in writing, this requirement.

28. **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(s) and shall replace and/or repair the curbing and/or street that are damaged by himself, the builders, agents, and/or servants.

29. **SPECIAL RADIO EQUIPMENT.** There shall be no type radio or equipment using airwaves, which will interfere with the normal reception of radio, and television or other appliances used or maintained in the subdivision.

30. **WINDOWS.** All dwellings constructed in this subdivision shall have double paned, insulated windows of top quality whether wood-frame or vinyl.

31. 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. The developer's responsibility, other than as a land owner, shall terminate upon the final approval of the appropriate Planning Commission of this subdivision.

32. STORMWATER STORAGE FACILITIES. (1) All owners, except developers, within this subdivision, shall belong to the Homeowner's Association (whether formal or informal) to maintain and mow the detention or retention pond along with any land labeled as common area on the recorded plat of Stone Creek. (2) If the Developers are successful in the creation and maintenance of the storm water facilities and run-off channels for two years and at least 51% of the lots (in all sections of Stone Creek) have been sold, then the developers are allowed to transfer all its interest and obligations for the storm water facilities to the Homeowners' Association. (3) All lot owners have an easement to reach and maintain such facilities. This easement if not intended to walk pets for recreation but is intended for maintenance only. (4) There shall be access to each storage facility using the sideline utility and drainage easement for each lot. (5) Blockage of the easement is prohibited except for small bushes or a fence with a gate and all will be at the expense of the lot owner involved. (6) All lot owners shall pay a pro-rata share of all maintenance and repairs to all storage facilities, retention areas, and common areas to be mowed and landscaped, unless it can be proven that one or more lot owner caused the damage in which case they shall be responsible for all repairs caused thereby. (7) Developers shall transfer ownership and maintenance of the common areas for Stone Creek as recorded on the plat when developers choose, to the homeowners and lot owners of Stone Creek then developers will relinquish all responsibility for that property.

33. AMENDMENTS. Epperson Homes LLC and their heirs shall for a period of 10 years following recordation of these restrictions be allowed to amend or modify any paragraphs, herein or add any additional restrictions or limitations, or reduce the requirements set forth herein for any Lot without notice to any owner or holders of any interest in any lots within said subdivision. The Developers agree that all of them and their heirs who inherit shall be allowed to amend these restrictions. That at no such time shall the amendments if any are made, allow any businesses of any kind within said subdivision. No such changes shall affect any prior constructed homes, but do affect any re-constructing, such as after a fire loss, or all new constructed buildings after the imposition of any changes.

34. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until August 1, 2038, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots within said subdivision and each phase or section thereof, it is agreed to change such covenants in whole or in part. For voting, each lot as originally sold shall have one vote.

35. 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.

36. ENFORCEMENT. In the event that any one or more of the foregoing restrictive covenants 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 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 damages; and shall also be liable for such other and additional 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.

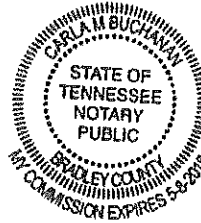
A HOMEOWNER'S ASSOCIATION WILL NOT BE FORMED UNTIL THE DEVELOPER HAS SOLD ALL LOTS OR THE DEVELOPER AGREES TO GIVE PERMISSION TO THE PROPERTY OWNERS FOR STONE CREEK TO FORM A HOMEOWNER'S ASSOCIATION.

THESE RESTRICTIONS SHALL BE BINDING ONLY UPON THE LOTS AND TRACTS 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 OWNERS/DEVELOPERS OF STONE CREEK.

WITNESS our signatures this 4th day of APRIL 2018.

[Signature]
Dennis Epperson DBA Epperson Homes LLC

[Signature]
Lynda Epperson DBA Epperson Homes LLC



STATE OF TENNESSEE
COUNTY OF BRADLEY

Before me personally appeared DENNIS EPPERSON and wife, LYNDA M. EPPERSON, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the execution of the same as their free act and deed.

WITNESSED this 4th day of April, 2018.

NOTARY PUBLIC Carla M. Buchanan

My Commission Expires: 5/8/19

Not
Original

Prepared by Lynda Epperson DBA
Epperson Homes LLC, Owner
8231 Bluff Drive NW
Cleveland TN 37312

Stone Creek Subdivision Restrictions
AMENDMENT 1

Whereas, Restrictions for Stone Creek Subdivision are recorded in Book 2513, page 73, in the Register's Office for Bradley County, Tennessee as to Plat Book 34, page 115; and

WHEREAS, said Restrictions were also intended to apply to Lots Six (6) and Eight (8) of Stone Creek Subdivision as set out in Plat Book 35, page 29, in the said Register's Office; and

Whereas, the parties below hereby Amend the originally recorded restrictions to include these two additional lots.

THESE RESTRICTIONS SHALL BE BINDING ONLY UPON LOTS AND TRACTS SHOWN ON THE AFOREMENTIONED PLATS. 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 STONE CREEK UNLESS THEY DECIDE TO DO SO.

Witness our signature this 12th day of July 2018.

Epperson Homes, LLC

Dennis Epperson
By: Dennis Epperson, Member

Lynda Epperson
By: Lynda Epperson, Member

BK/PG: 2533/705-706
18008364

2 PGS:AL-RESTRICTIONS	
RHONDA BATCH: 205624 07/12/2018 - 12:16 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, BRADLEY COUNTY
DINA SWAFFORD
REGISTER OF DEEDS

STATE OF TENNESSEE

COUNTY OF BRADLEY

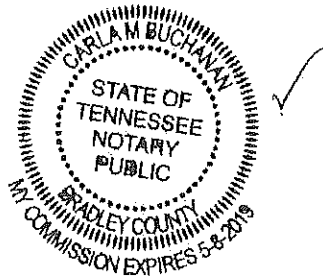
On this 12th day of July, 2018, before me personally appeared Dennis Epperson and wife, Lynda M Epperson, who upon oath acknowledged themselves to be Members of Epperson Homes, LLC, a Tennessee Limited Liability Company, the within named bargainer, and that they, as such Members, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by themselves as such Members.

WITNESSED this 12th day of July, 2018.

NOTARY PUBLIC Carla M. Buchanan

My Commission Expires: 5/8/19

(SEAL)



✓ *looking*
Prepared by Lynda Epperson DBA
Epperson Homes LLC, Owner
3231 Bluff Drive NW
Cleveland TN 37312

Stone Creek Subdivision Restrictions
AMENDMENT 2

Whereas, Restrictions for Stone Creek Subdivision are recorded in Book 2513, page 73, in the Register's Office for Bradley County, Tennessee as to Plat Book 34, page 115; and

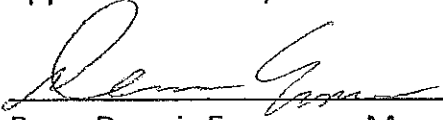
WHEREAS, said Restrictions were also intended to apply to Lots 5, 7, 9-19 and 32-36 of Stone Creek Subdivision as set out in Plat Book 33, page 119, in the said Register's Office; and

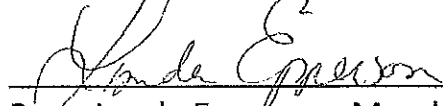
Whereas, the parties below hereby amend the originally recorded restrictions to include these two additional lots.

THESE RESTRICTIONS SHALL BE BINDING ONLY UPON LOTS AND TRACTS SHOWN ON THE AFOREMENTIONED PLATS. THESE RESTRICTIONS ARE NOT MEANT TO AFFECT NOR INTENDED TO AFFECT ANY OTHER LAND(S) WHETHER ADJOINING OR OTHER WISE OWNED NOW OR IN THE FUTURE BY THE OWNER/DEVELOPERS OF STONE CREEK UNLESS THEY DECIDE TO DO SO.

Witness our signature this 8th day of August, 2018.

Epperson Homes, LLC


By: Dennis Epperson, Member


By: Lynda Epperson, Member

BK/PG: 2540/31-32
18009691

2 PGS:AL-RESTRICTIONS	
DINA BATCH: 206815	08/09/2018 - 10:29 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, BRADLEY COUNTY
DINA SWAFFORD
REGISTER OF DEEDS

STATE OF TENNESSEE

COUNTY OF BRADLEY

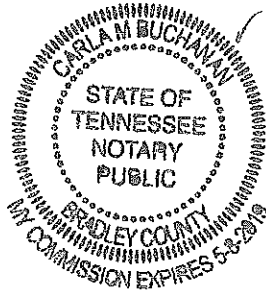
On this 8th day of August, 2018, before me personally appeared Dennis Epperson and wife, Lynda M Epperson, who upon oath acknowledged themselves to be Members of Epperson Homes, LLC, a Tennessee Limited Liability Company, the within named bargainer, and that they, as such Members, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by themselves as such Members.

WITNESSED this 8th day of Aug, 2018.

NOTARY PUBLIC Carla M. Buchanan

My Commission Expires: 5/3/19

(SEAL)



Prepared by Lynda Epperson DBA
Epperson Homes LLC, Owner
3231 Bluff Drive NW
Cleveland TN 37312

Stone Creek Subdivision Restrictions
AMENDMENT 3

Whereas, Restrictions for Stone Creek Subdivision are recorded in Book 2513, page 73, in the Register's Office for Bradley County, Tennessee as to Plat Book 34, page 115; and

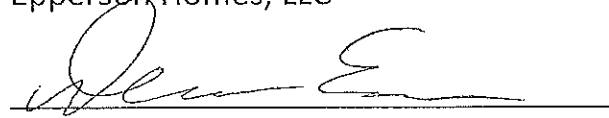
WHEREAS, said Restrictions were also intended to apply to Lots 5, 7, 9-19 and 32-36 of Stone Creek Subdivision as set out in Plat Book 33, page 119, in the said Register's Office; and

Whereas, the parties below hereby amend the originally recorded restrictions. In reference to Paragraph 22, Lot 5 will only be able to park motor homes, boats, camper trailers, and travel trailers on the right side of the home located on Lot 5 Stone Creek (this would be if you are facing the home from 22nd Street).

THESE RESTRICTIONS SHALL BE BINDING ONLY UPON LOTS AND TRACTS SHOWN ON THE AFOREMENTIONED PLATS. THESE RESTRICTIONS ARE NOT MEANT TO AFFECT NOR INTENDED TO AFFECT ANY OTHER LAND(S) WHETHER ADJOINING OR OTHER WISE OWNED NOW OR IN THE FUTURE BY THE OWNER/DEVELOPERS OF STONE CREEK UNLESS THEY DECIDE TO DO SO.

Witness our signature this 27th day of November 2018.

Epperson Homes, LLC



By: Dennis Epperson, Member



By: Lynda Epperson, Member

Prepared by Lynda Epperson DBA
Epperson Allison Homes LLC, Owner
3231 Bluff Drive NW
Cleveland TN 37312

Stone Creek Subdivision Restrictions Amendment 5

Whereas, Restrictions for Stone Creek Subdivision are recorded in Book 2513, page 73, in the Register's Office for Bradley County, Tennessee as to Plat Book 34, page 115; and

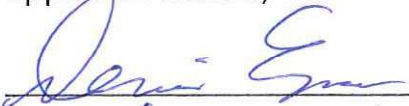
Whereas, said Restrictions were also intended to apply to Lots 51, 54, 55, 59, 62, and 63 of Stone Creek Subdivision as set out in Plat Book 36 page 114 and plat book 37 page 144, in said Register's office; and

Whereas, the parties below hereby amend the originally recorded restrictions to include these six additional lots.

THESE RESTRICTIONS SHALL BE BINDING ONLY UPON LOTS AND TRACTS SHOWN ON THE AFORMENTIONED PLATS. 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 OWNERS/DEVELOPERS OF STONE CREEK SUBDIVISION UNLESS THEY DECIDE TO DO SO.

Witness our signature this 1st day of April, 2021.

Epperson Homes, LLC


Dennis Epperson owner/member


Lynda Epperson owner/member

BK/PG: 2781/510-511
21005480

2 PGS:AL-RESTRICTIONS	
RHONDA BATCH: 257163 04/01/2021 - 10:47 AM	
MORTGAGE VALUE:	0.00
TRANSFER VALUE:	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, BRADLEY COUNTY
DINA SWAFFORD
REGISTER OF DEEDS

EPPELSON, RHEE TOOK ORIGINAL

State of Tennessee

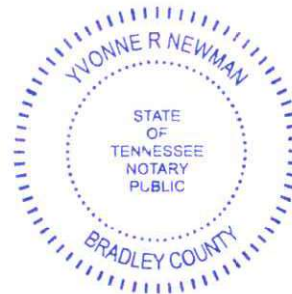
County of Bradley

On this 1st day of April 2021, before me personally appeared Dennis Epperson and Lynda Epperson, who upon oath acknowledged themselves to be Members of Epperson Allison Homes LLC, a Tennessee Limited Liability Company, the within named bargainer, and that they, as such Members, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by themselves as such Members.

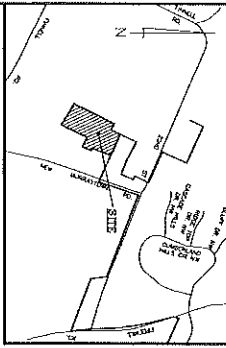
Witnessed this 1st day of April, 2021

NOTARY PUBLIC

Yvonne R Newman
My commission expires: 03.11.2023

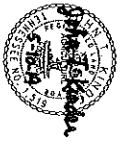


(SEAL)

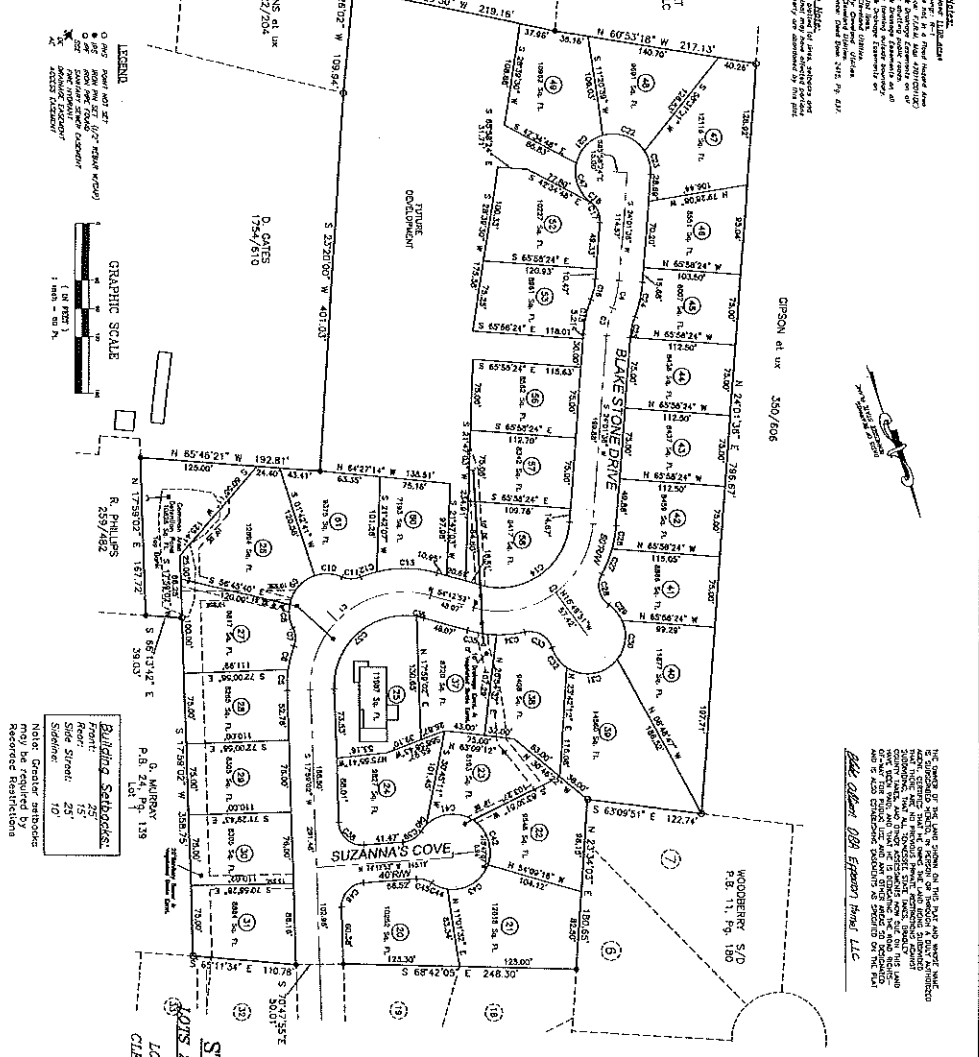


General Notes:
 1. This map shows the proposed subdivision of the land shown on the plat.
 2. The boundaries of the lots are shown by solid lines.
 3. The boundaries of the blocks are shown by dashed lines.
 4. The boundaries of the streets are shown by dotted lines.
 5. The boundaries of the easements are shown by dash-dot lines.
 6. The boundaries of the other interests are shown by long-dash lines.
 7. The boundaries of the other interests are shown by long-dash lines.
 8. The boundaries of the other interests are shown by long-dash lines.

CLEVELAND SURVEYING COMPANY
 1424 South Lee Highway
 Cleveland Tennessee 37311
 Telephone (423) 479-1823



Project No. 180916



Project No. 180916

REVISIONS:

NO.	DATE	DESCRIPTION
1	05/10/19	ISSUED FOR PERMITTING
2	05/10/19	ISSUED FOR PERMITTING
3	05/10/19	ISSUED FOR PERMITTING
4	05/10/19	ISSUED FOR PERMITTING
5	05/10/19	ISSUED FOR PERMITTING
6	05/10/19	ISSUED FOR PERMITTING
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99	05/10/19	ISSUED FOR PERMITTING
100	05/10/19	ISSUED FOR PERMITTING

DATE: 05/10/19



1 PGS:AL-PLAT
BATCH: 196847

PLAT BOOK: PB34
PAGE: 115

REC FEE 15.00
DP FEE 2.00
TOTAL 17.00

STATE OF TENNESSEE, BRADLEY COUNTY

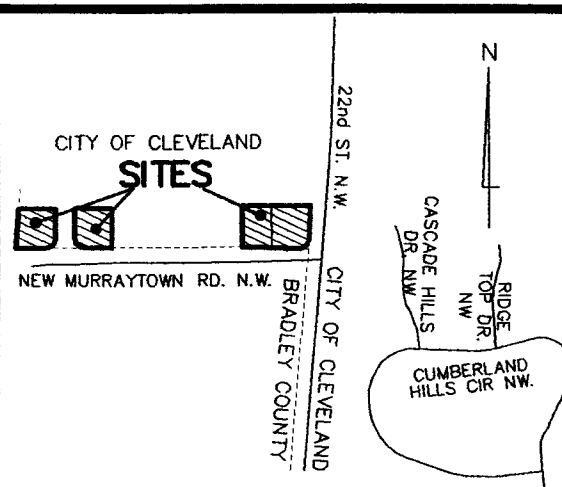
DINA SWAFFORD

REGISTER OF DEEDS

THE PLANS SUBMITTED FOR THIS PLAT MEET THE REQUIREMENTS OF THE CITY OF CLEVELAND AND HAVE BEEN INSTALLED ACCORDINGLY.
11-29-17
DATE
CLEVELAND UTILITIES

THE CITY ENGINEER, HAVING REVIEWED THIS PLAT, APPROVES THE SAME AS SHOWN HEREON.
12-1-2017
DATE
CITY ENGINEER

ALL THE REQUIREMENTS HAVING BEEN FULLFILLED PURSUANT TO THE SUBDIVISION REGULATIONS OF THE CITY OF CLEVELAND, THIS PLAT IS GIVEN FINAL APPROVAL.
12/4/17
DATE
PLANNING COMMISSION SECRETARY



TAX MAP No. 40 PART OF PARCEL 26.0

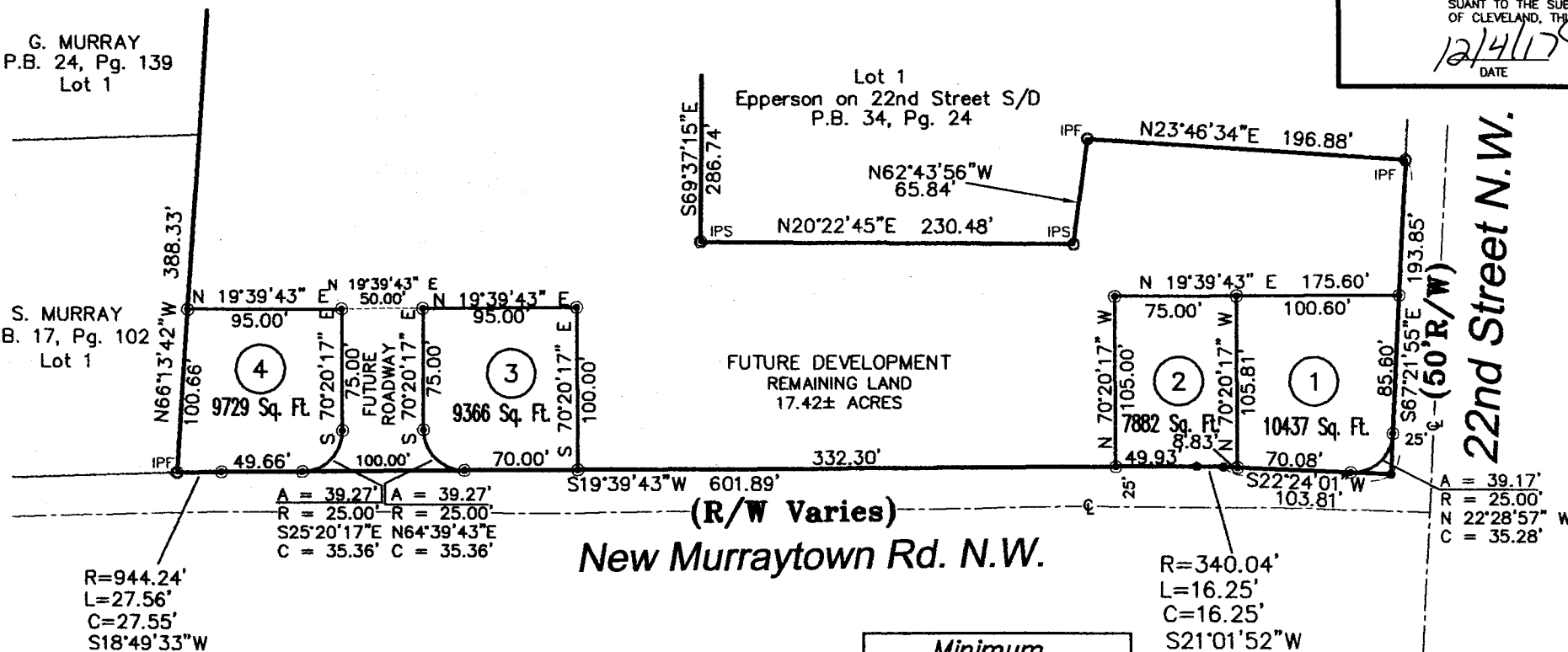
LOCATION MAP (N.T.S.)

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT HE OWNS THE LAND BEING SUBDIVIDED AND THAT THERE ARE NO PREVIOUS PRIVATE RESTRICTIONS AGAINST SUBDIVIDING; THAT ALL TENNESSEE STATE TAXES, BRADLEY COUNTY TAXES AND OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID; AND THAT HE IS DEDICATING THE ROAD RIGHT-OF-WAYS FOR PUBLIC USE AND ANY OTHER AREAS SO DESIGNATED AND IS ALSO ESTABLISHING EASEMENTS AS SPECIFIED ON THIS PLAT.

[Signature]

G. MURRAY
P.B. 24, Pg. 139
Lot 1

S. MURRAY
P.B. 17, Pg. 102
Lot 1



R=944.24'
L=27.56'
C=27.55'
S18°49'33"W

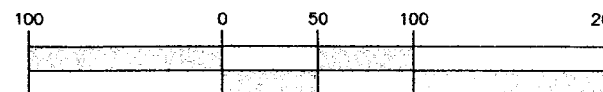
R=340.04'
L=16.25'
C=16.25'
S21°01'52"W

Minimum Building Setbacks:

Front:	25'
Rear:	15'
Side Street:	25'
Sideline:	10'

Note: Greater setbacks may be required by Recorded Restrictions

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

THIS PLAT IS SUBJECT TO: ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, AND/OR RESTRICTIONS THAT MAY EXIST, EITHER WRITTEN OR NOT WRITTEN, RECORDED OR NOT RECORDED. EASEMENTS, RESTRICTIONS, & OTHER USES MAY EXIST THAT ARE NOT CLEARLY DEFINED BY THE LATEST DEED, THEREFOR NOT SHOWN HEREON. NO TITLE ABSTRACT WAS PERFORMED OR OBTAINED BY THIS FIRM. THE USE OF THIS SURVEY PLAT IS STRICTLY LIMITED TO THE CLIENT FOR WHOM IT WAS PREPARED, AS LISTED HEREON.

IT IS HEREBY CERTIFIED: THAT THIS PLAT IS A TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE & BELIEF, & WAS PREPARED FROM AN ACTUAL FIELD SURVEY BY ME OR UNDER MY DIRECT SUPERVISION; THAT THIS IS A CATEGORY 1 SURVEY, WITH AN ERROR OF CLOSURE OF THE UNADJUSTED SURVEY NOT EXCEEDING ONE FOOT PER TEN THOUSAND FEET.

John T. Kinder 11-04-17
JOHN T. KINDER TENNESSEE R.L.S. Number 1519

CLEVELAND SURVEYING COMPANY
1523 South Lee Highway
Cleveland, Tennessee 37311
Telephone (423) 479-1829



FINAL PLAT
STONE CREEK SUBDIVISION

Lots 1 - 4

2nd Civil District
Cleveland, Bradley Co., Tennessee

Scale: 1"=100' July 5, 2017

For: Epperson Homes, LLC

3231 Bluff Drive NW
Cleveland, TN 37312

(423) 479-9042

CSC Proj. No.160916FINAL

18008121

1 PGS:AL-PLAT
BATCH: 206440

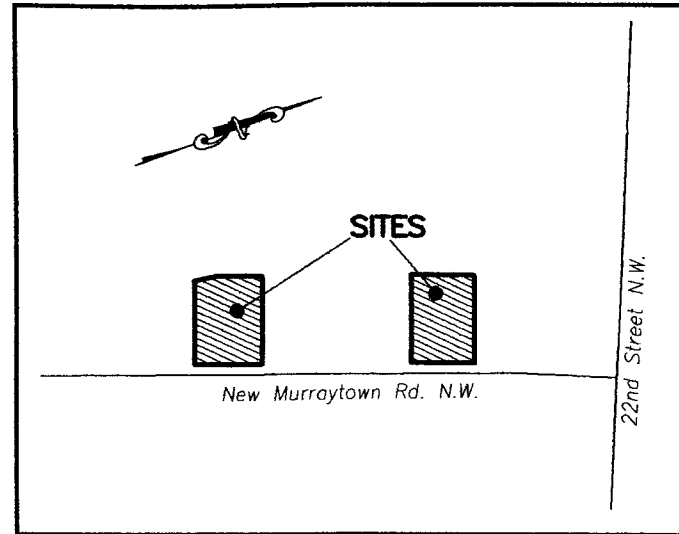
PLAT BOOK: PB35
PAGE: 29

REC FEE 16.00
DP FEE 2.00
TOTAL 17.00

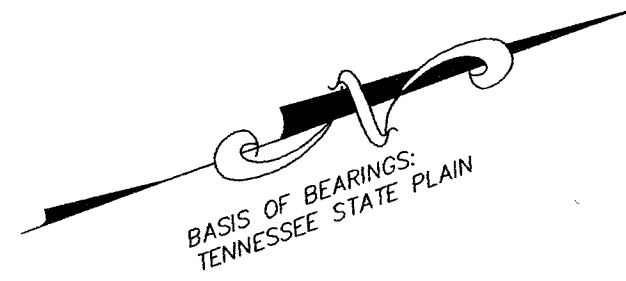
STATE OF TENNESSEE, BRADLEY COUNTY
DINA SWAFFORD
REGISTER OF DEEDS

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS MINOR SUBDIVISION PLAT MEETS THE REQUIREMENTS OF THE CITY OF CLEVELAND SUBDIVISION REGULATIONS AS SPECIFIED IN SECTION 7.08, AND ELSEWHERE.

[Signature] 7/6/18
SECRETARY OF PLANNING COMMISSION



General Notes:
Area Subdivided: 0.37 Acre
Present Zoning is R-1
(Reference: F.I.R.M. Map 47011 C 0110A)
Iron pins placed or found on all corners.
This plat subdivides property recorded in:
D.B. 2415, Pg. 637
20' Utility & Drainage Easements on all lot lines abutting public roads.
10' Utility & Drainage Easements on all lot lines forming outside boundary.
5' Utility & Drainage Easements on all lot lines forming inside boundaries.
Water Source: Cleveland Utilities.
Sanitary Sewer Provider: Cleveland Utilities
Electrical Provider: Cleveland Utilities

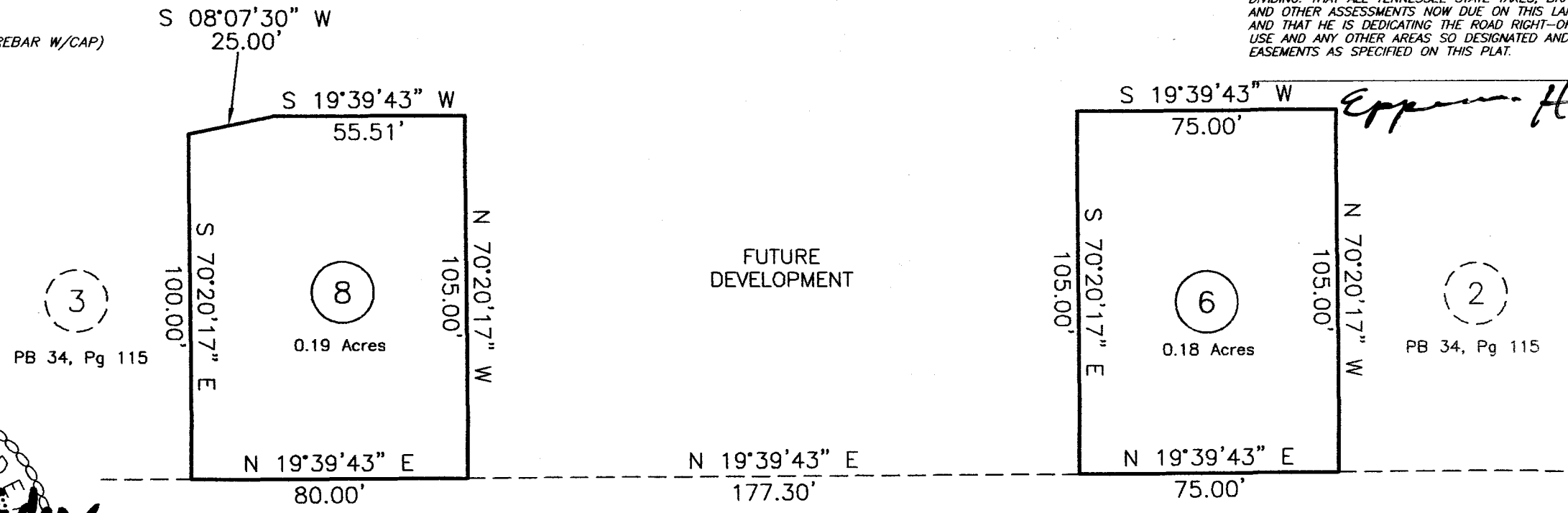


J. HOLCOMB
2437/563

TAX MAP 40 PART OF PARCEL 26
LOCATION MAP (N.T.S.)

- LEGEND
- PNS POINT NOT SET
 - ⊙ IPS IRON PIN SET (1/2" REBAR W/CAP)
 - ⊙ IPF IRON PIPE FOUND

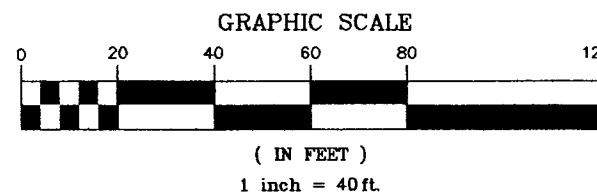
MINIMUM SETBACKS
FRONT SETBACK 25.0'
REAR SETBACK 15.0'
SIDELINE SETBACK 10.0'
SIDE STREET SETBACK 25.0'
GREATER SETBACKS MAY BE REQUIRED BY RECORDED RESTRICTIONS



I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1 PER 10,000 AS SHOWN HEREON

John T. Kinder 06-25-18
JOHN T. KINDER R.L.S. No. 1519

CLEVELAND SURVEYING COMPANY
1523 South Lee Highway
Cleveland, Tennessee 37311
Telephone (423) 479-1829



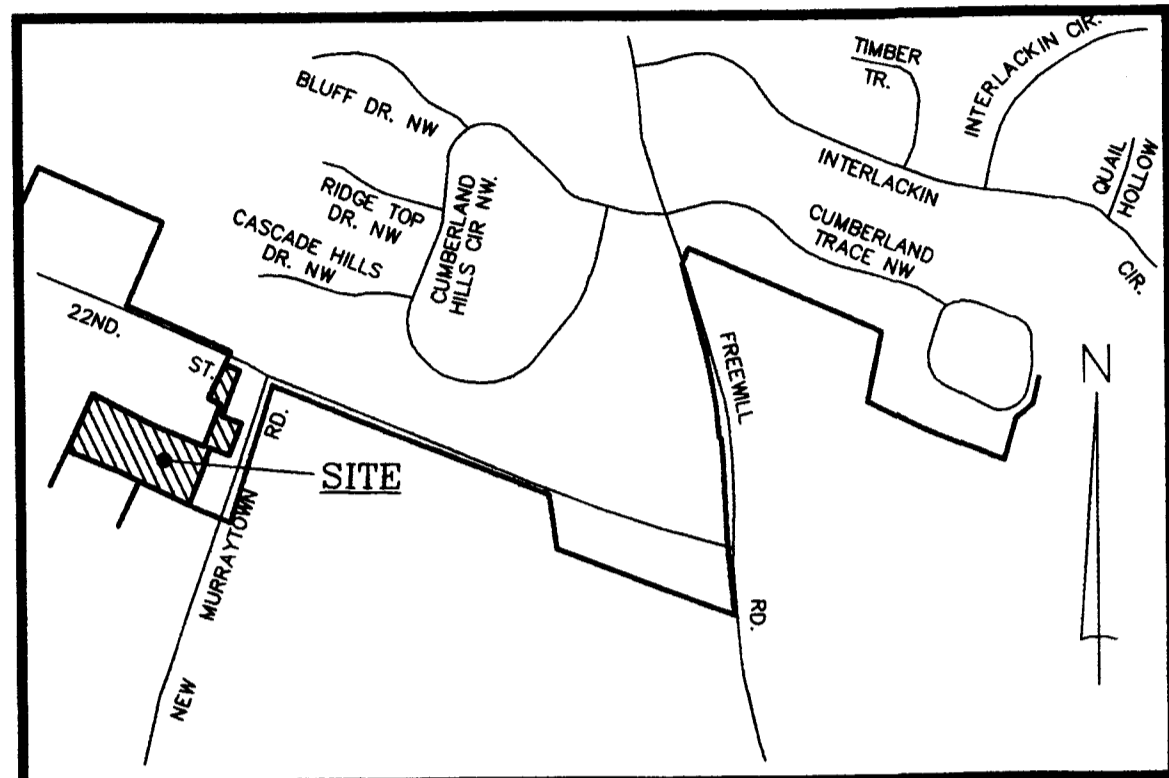
FINAL PLAT
STONE CREEK SUBDIVISION

LOTS 6 & 8

SECOND CIVIL DISTRICT
CLEVELAND, BRADLEY COUNTY, TENNESSEE

SCALE 1"=40' JUNE 25, 2018

FOR: EPPERSON HOMES LLC
3231 BLUFF DRIVE N.W.
CLEVELAND, TN 37312
PHONE: (423) 479-9042



Tax Map: 40L "B" Part of Parcel 05 & 08
LOCATION MAP (N.T.S.)

PERPETUAL STORM WATER FACILITY MAINTENANCE AGREEMENT

This plot contains storm water storage facilities known as or shown as detention/retention ponds or storm water storage facilities on the plot. With regard to future maintenance, it is expressly understood and agreed by the developer and by the owner of any specific lot and/or tract within the plotted subdivision that the developer and/or owner of lots or tracts shall be responsible for the maintenance of all storm water storage facilities including but not limited to detention and/or retention ponds as shown on this plot. Specifically, the developer or owner of real property that is served by an onsite or offsite storm water management facility including storm water storage facilities shall be responsible for maintenance, repair and operation, during the development. The developer's responsibility will terminate after a two year period from the issuance of a land disturbance permit upon satisfying two conditions: 1) Successful completion of post construction disturbance permit in accordance with Sections 18-308 and 18-307 of Ordinance # 2004-41 of the City of Cleveland Storm Water Regulations specifically Sections 18-308 and 18-307, and 2) The sale or transfer of ownership of 51% of all those lots, tracts and/or parcels in the plotted subdivision. All individual lot, parcel, tract owners in the plotted subdivision shall have an easement interest in the storm water storage facilities for water run off from all lots in the subdivision. The private storm water facilities shall include but are not limited to storm water storage facilities, detention and retention ponds, structural and non-structural storm water facilities and open channel conveyances not located within the public right of way.

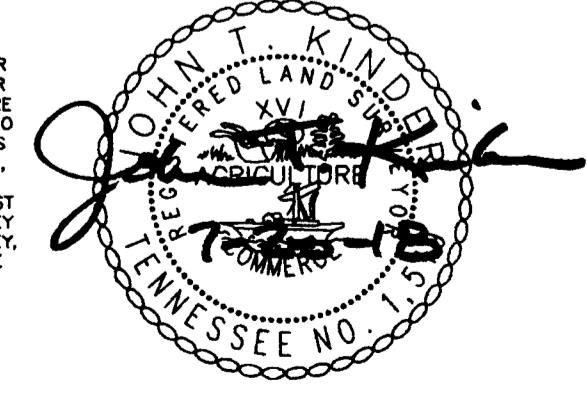
The future maintenance, repair and operation of the private storm water facilities shall be the responsibility of all subdivision lot owners of record of those lots shown on the recorded plat. In the event a subdivision is developed in phases then all subsequently developed lots in the subdivision including all future phases of the subdivision shall share the same easement as those lot owners shown in the initial plat and/or plots. It being the intent that all lot owners in any particular subdivision, whether in the initial or any later phase shall share equally in the future maintenance and upkeep of the storm water storage facilities. There shall be and is a storm water storage basin easement as to any plot containing a storm water detention basin. This storm water detention basin easement shall be a 20 foot wide access easement. This easement shall be for the purpose of allowing city engineering personnel, storm water inspectors, grading equipment operators, storm water monitoring personnel and/or other necessary personnel to investigate, inspect, repair and/or maintain the detention basin or storm water quality structure as needed to determine proper functioning, need for maintenance, maintenance and/or other necessary repairs and/or situations that may occur in times of emergency or urgent conditions. This twenty (20) foot access easement is as shown on this recorded plat and shall be used as a means of ingress and egress to and from storm water detention basins and shall constitute a public right of way for at least twenty (20) feet road frontage and must be easily traversable by potential grading equipment as well as those individuals noted above. This twenty (20) foot storm water detention basin access easement area shall contain any buildings or structures, large trees or heavy shrubbery, utility poles, manholes, overhead utility lines without adequate clearance, deep ditches or channels and/or any other structures or items causing the storm water detention basin to be inaccessible.

However, the property owner is permitted to plant small shrubs of little or no value that can be easily removed or cleared. Small fences may also be placed in the area that can be easily removed, any fencing should contain a gate through the fence. Solid gates shall be placed there by the lot owner at the expense of the lot owner. Any structure located upon the storm water detention basin access easement area must be portable and easily removed. The City of Cleveland shall not be and is not responsible for any damage to any structure, fence, utility or vegetation located within this storm water detention basin access easement area. The utilities or vegetation located within this storm water detention basin access easement area across this storm water detention basin easement area as they deem the same necessary to inspect and/or maintain the storm water detention facility. The City of Cleveland shall not be responsible for the repair or replacement of structures, fences, utilities and/or vegetation located upon the storm water detention basin access easement area. This storm water detention basin easement area is normal access for heavy equipment access rather than the ordinary passenger vehicle access.

Ownership of each private storm water facility shall be equally appropriated to each parcel over which the storm water storage facility lies. However, maintenance of these private storm water facilities serving multiple parcels shall be the cumulative responsibility of every lot and/or tract owner of record of any plotted lot or tract in the subdivision who shall have easement rights for water runoff from their individual lots and/or tracts flow in and to any storm water storage facility and/or detention or retention pond as shown on the recorded plat in the subdivision. Each lot owner in the subdivision shall share equally in the cost of all maintenance, upkeep and/or repair of storm water storage facility and/or detention/retention pond. However, in the event, damage to the storm water storage facility and/or detention/retention pond is caused by the sole negligence of any one individual lot and/or tract owner, then the individually negligent lot or tract owner shall be solely responsible for the repair of the damage by his or her negligence and/or the acts of his or her agents. In the event, storm water facilities are not properly maintained as set out herein in the City of Cleveland, it shall require the subdivision/parcel owners of record to perform the maintenance and the repair at the expense of the parcel owners served by said facilities and pursuant to the terms of Section 18-305, Section 18-308 (b). The City may file suit against the lot and/or tract owners seeking relief from a court of proper jurisdiction to require said lot and/or tract owners to pay for said maintenance and upkeep of these storm water storage facilities as set out herein and/or as set out in the ordinance. In the event it shall be necessary to file suit then the party or parties failing to be in violation of the ordinance and/or in violation of this maintenance agreement shall be responsible to pay the court costs paid and any attorney fees incurred by the City of Cleveland in having the ordinance and/or this maintenance agreement enforced.

Developed by Epperson Homes LLC
Dated this 1st day of August, 2018

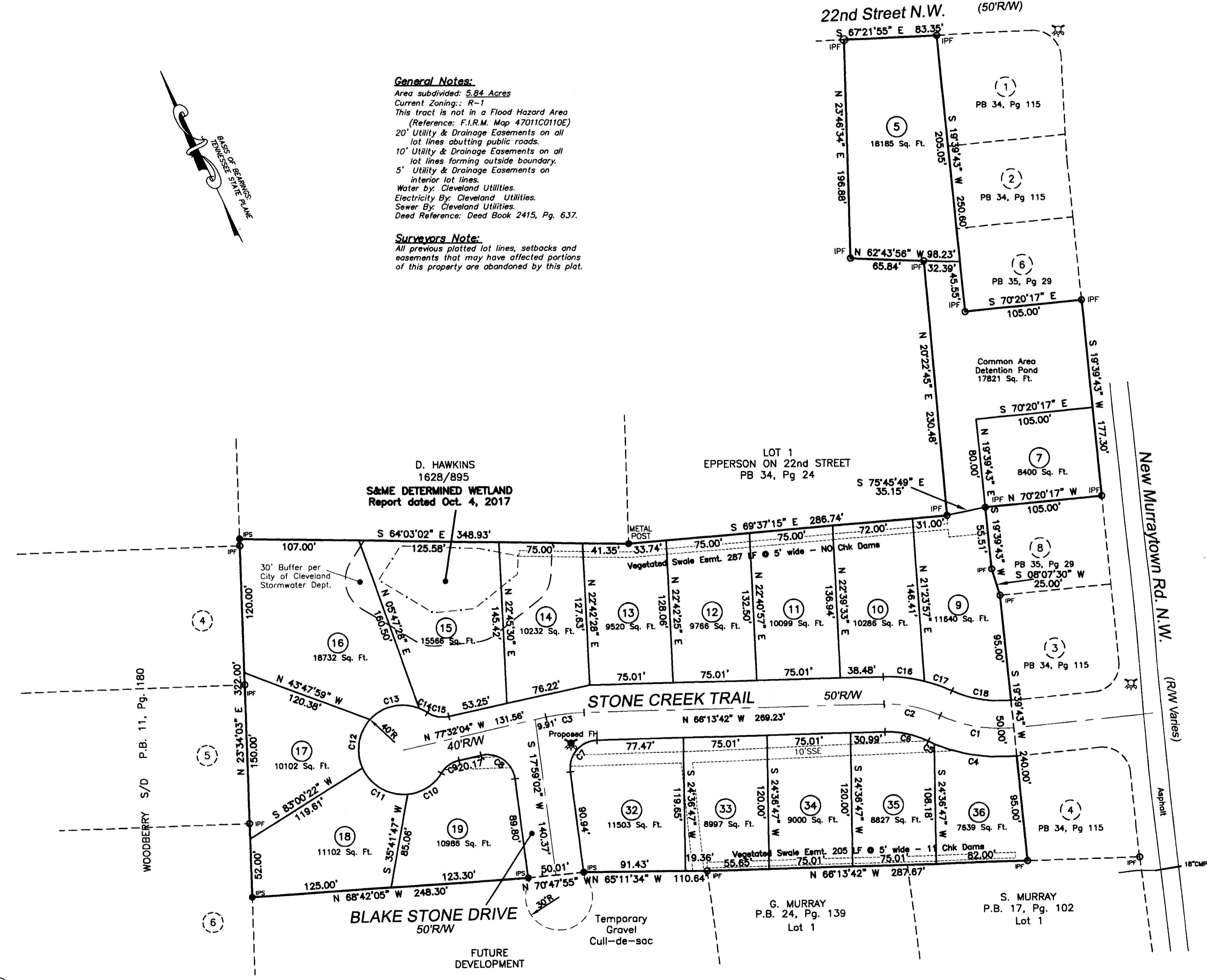
THIS PLAT IS SUBJECT TO ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, AND/OR RESTRICTIONS THAT MAY EXIST, EITHER WRITTEN OR NOT WRITTEN, RECORDED OR NOT RECORDED, EASEMENTS, RESTRICTIONS, & OTHER USES MAY EXIST THAT ARE NOT CLEARLY DEFINED BY THE LATEST DEED, THEREFOR NOT SHOWN HEREON, NO TITLE ABSTRACT WAS PERFORMED OR OBTAINED BY THIS FIRM. THE USE OF THIS SURVEY PLAT IS STRICTLY LIMITED TO THE CLIENT FOR WHOM IT WAS PREPARED, AS LISTED HEREON.
IT IS HEREBY CERTIFIED THAT THIS PLAT IS A TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE & BELIEF, & WAS PREPARED FROM AN ACTUAL FIELD SURVEY BY ME OR UNDER MY DIRECT SUPERVISION, THAT THIS IS A CATEGORY 1 SURVEY, WITH AN ERROR OF CLOSURE OF THE UNADJUSTED SURVEY NOT EXCEEDING ONE FOOT PER TEN THOUSAND FEET.



CLEVELAND SURVEYING COMPANY
1523 South Lee Highway
Cleveland, Tennessee 37311
Telephone (423) 479-1829

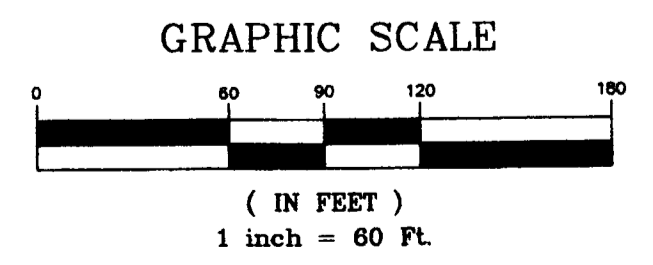
General Notes:
Area subdivided: 5.84 Acres
Current Zoning: R-1
This tract is not in a Flood Hazard Area
(Reference: F.L.R.M. Map 47011C0110E)
20' Utility & Drainage Easements on all lot lines abutting public roads.
10' Utility & Drainage Easements on all lot lines forming outside boundary.
5' Utility & Drainage Easements on interior lot lines.
Water by: Cleveland Utilities.
Electricity by: Cleveland Utilities.
Sewer by: Cleveland Utilities.
Deed Reference: Deed Book 2415, Pg. 637.

Surveyors Note:
All previous platted lot lines, setbacks and easements that may have affected portions of this property are abandoned by this plat.



Building Setbacks:
Front: 25'
Rear: 15'
Side Street: 25'
Sideline: 10'

Note: Greater setbacks may be required by Recorded Restrictions



08/01/2018 - 09:15 AM
18009312
1 PGS:AL-\$15.00 PLAT
BATCH: 206291
PLAT BOOK: PB33
PAGE: 119
REC FEE 16.00
DP FEE 2.00
TOTAL 17.00
STATE OF TENNESSEE, BRADLEY COUNTY
DINA SWAFFORD
REGISTER OF DEEDS

THE PLANS SUBMITTED FOR THIS PLAT MEET THE REQUIREMENTS OF THE CITY OF CLEVELAND AND HAVE BEEN INSTALLED ACCORDING TO
7-31-18 [Signature]
DATE CLEVELAND UTILITIES

THE CITY ENGINEER, HAVING REVIEWED THIS PLAT, APPROVES THE SAME AS SHOWN HEREON.
7-25-2018 [Signature]
DATE CITY ENGINEER

ALL THE REQUIREMENTS HAVING BEEN FULLY FULFILLED PURSUANT TO THE SUBDIVISION REGULATIONS OF THE CITY OF CLEVELAND, THIS PLAT IS GIVEN FINAL APPROVAL

7-26-18 [Signature]
DATE PLANNING COMMISSION SECRETARY

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT HE OWNS THE LAND BEING SUBDIVIDED THAT THERE ARE NO PREVIOUS PRIVATE RESTRICTIONS AGAINST SUBDIVIDING, THAT ALL TENNESSEE STATE TAXES, BRADLEY COUNTY TAXES, AND OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, AND THAT HE IS DEDICATING THE ROAD RIGHTS-OF-WAY FOR PUBLIC USE AND ANY OTHER AREAS SO DESIGNATED AND IS ALSO ESTABLISHING EASEMENTS AS SPECIFIED ON THE PLAT

8/1/18 Epperson Homes LLC

- LEGEND**
- PMS POINT NOT SET
 - ⊙ PPS IRON PIN SET (1/2" REBAR W/CAP)
 - ⊖ IFF IRON PIPE FOUND
 - ⊞ SSE SANITARY SEWER EASEMENT
 - ⊞ FIRE HYDRANT

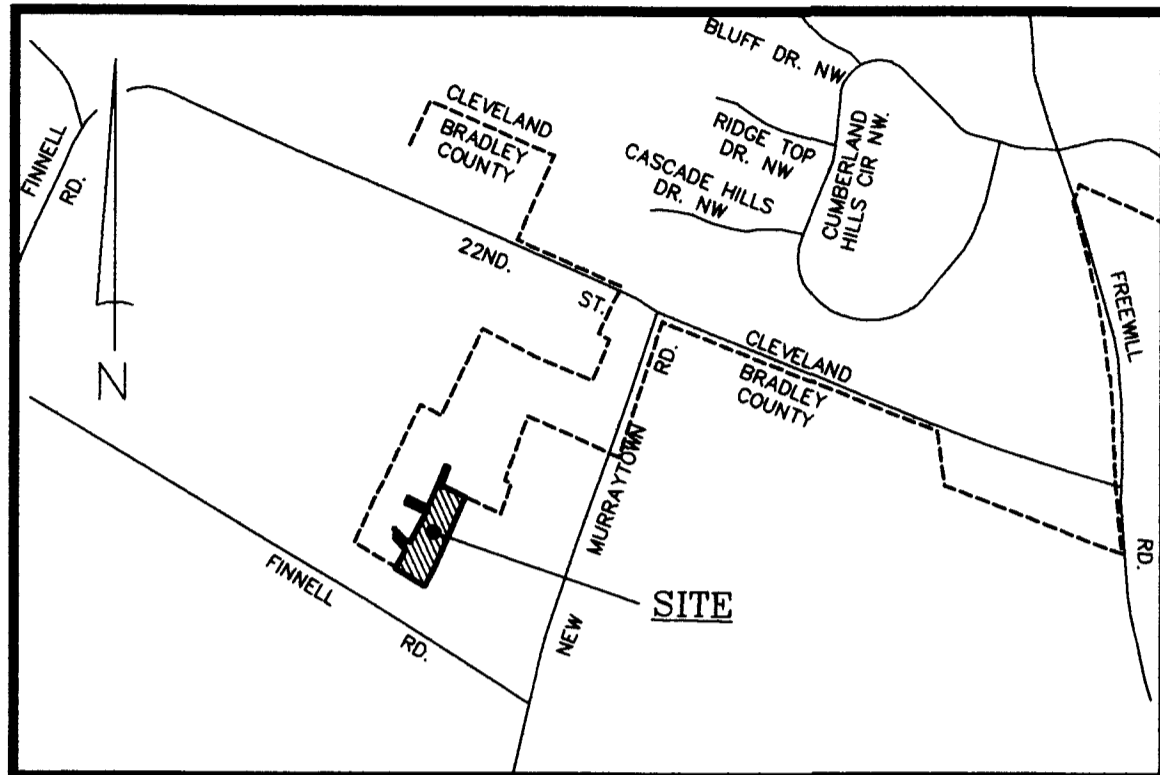
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	67.88'	125.00'	31°06'48"	S 54°46'53" E	67.05'
C2	51.84'	110.00'	27°00'13"	S 52°43'35" E	51.36'
C3	34.33'	75.00'	11°18'29"	S 71°52'53" E	34.45'
C4	75.61'	150.00'	28°52'56"	S 55°53'49" E	74.82'
C5	5.84'	150.00'	2°13'52"	S 40°20'25" E	5.84'
C6	40.06'	85.00'	27°00'13"	S 52°43'35" E	39.69'
C7	41.80'	25.00'	95°47'15"	N 65°49'20" E	17.10'
C8	41.68'	25.00'	95°31'05"	S 29°48'31" E	137.02'
C9	20.15'	25.00'	46°11'13"	S 79°22'20" W	19.61'
C10	37.22'	40.00'	53°18'40"	N 82°56'04" E	35.89'
C11	50.02'	40.00'	71°39'03"	S 34°39'05" E	46.83'
C12	46.13'	40.00'	66°04'40"	S 34°16'47" W	43.62'
C13	48.65'	40.00'	69°41'04"	N 77°50'21" W	45.71'
C14	8.13'	40.00'	11°38'58"	N 37°10'20" W	8.12'
C15	20.15'	25.00'	46°11'13"	S 54°26'27" E	19.61'
C16	37.26'	135.00'	15°48'55"	S 58°19'14" W	37.15'
C17	26.36'	135.00'	11°11'18"	N 44°49'08" W	26.32'
C18	54.30'	100.00'	31°06'48"	S 54°46'53" E	53.64'

FINAL PLAT
STONE CREEK SUBDIVISION
LOTS 5, 7, 9-19 & 32-36

LOCATED IN THE SECOND CIVIL DISTRICT
CLEVELAND, BRADLEY COUNTY, TENNESSEE

SCALE 1"=60' JULY 9, 2017

FOR: EPPERSON HOMES, LLC
3231 BLUFF DRIVE N.W.
CLEVELAND, TN 37312
PHONE: (423) 479-9042



General Notes:
 Area subdivided: 2.68 Acres
 Current Zoning: R-1
 This tract is not in a Flood Hazard Area (Reference: F.I.R.M. Map 47011C0110E)
 20' Utility & Drainage Easements on all lot lines abutting public roads.
 10' Utility & Drainage Easements on all lot lines forming outside boundary.
 5' Utility & Drainage Easements on interior lot lines.
 Water By: Cleveland Utilities.
 Electricity By: Cleveland Utilities.
 Sewer By: Cleveland Utilities.
 Deed Reference: Deed Book 2415, Pg. 637.

Surveyors Note:
 All previous platted lot lines, setbacks and easements that may have affected portions of this property are abandoned by this plat.

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT HE OWNS THE LAND BEING SUBDIVIDED THAT THERE ARE NO PREVIOUS PRIVATE RESTRICTIONS AGAINST SUBDIVIDING; THAT ALL TENNESSEE STATE TAXES, BRADLEY COUNTY TAXES, AND OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID; AND THAT HE IS DEDICATING THE ROAD RIGHTS-OF-WAY FOR PUBLIC USE AND ANY OTHER AREAS SO DESIGNATED AND IS ALSO ESTABLISHING EASEMENTS AS SPECIFIED ON THE PLAT

Dina Swafford
 DINA SWAFFORD
 REGISTRAR OF DEEDS

11/06/2020 - 12:48 PM
 20016557
 1 PGS. AL \$15.00 PLAT
 BATCH: 247430
PLAT BOOK: PB36
PAGE: 114
 REC FEE 15.00
 DP FEE 2.00
 TOTAL 17.00
 STATE OF TENNESSEE, BRADLEY COUNTY
 DINA SWAFFORD
 REGISTRAR OF DEEDS

THE PLANS SUBMITTED FOR THIS PLAT MEET THE REQUIREMENTS OF THE CITY OF CLEVELAND AND HAVE BEEN INSTALLED ACCORDINGLY.
 11-07-20 *Dina Swafford*
 DATE CLEVELAND UTILITIES
 THE CITY ENGINEER, HAVING REVIEWED THIS PLAT, APPROVES THE SAME AS SHOWN HEREON.
 11-5-2020 *Brian Beck*
 DATE CITY ENGINEER
 ALL THE REQUIREMENTS HAVING BEEN FULLFILLED PURSUANT TO THE SUBDIVISION REGULATIONS OF THE CITY OF CLEVELAND, THIS PLAT IS GIVEN FINAL APPROVAL.
 11-6-2020 *Dina Swafford*
 DATE PLANNING COMMISSION SECRETARY

Tax Map: 40L "B" Part of Parcel 06
 LOCATION MAP (N.T.S.)

PERPETUAL STORM WATER FACILITY MAINTENANCE AGREEMENT

This plot contains storm water storage facilities known as or shown as detention/retention ponds or storm water storage facilities on the plot. With regard to future maintenance, it is expressly understood and agreed by the developer and by the owner of any specific lot and/or tract within the platted subdivision that the developer and/or owner of lots or tracts shall be responsible for the maintenance of all storm water storage facilities including but not limited to detention and/or retention ponds as shown on this plat. Specifically, the developer or owner of real property that is served by on or offsite storm water management facilities including storm water storage facilities shall be responsible for maintenance, repair and operation, during site development. The developer's responsibility will terminate after a two year period from the issuance of a land disturbance permit upon satisfying two conditions: 1) Successful completion of post construction in accordance with Sections 18-306 and 18-307 of Ordinance # 2004-41 of the City of Cleveland Storm Water Regulations specifically Sections 18-306 and 18-307, and 2) The sale or transfer of ownership of 51% of all those lots, tracts and/or parcels in the platted subdivision. All individual lot, parcel, tract owners in the platted subdivision shall have an easement interest in the storm water storage facilities for water run off from all lots in the subdivision. The private storm water facilities shall include but are not limited to storm water storage facilities, detention and retention ponds, structural and non-structural storm water facilities and open channel conveyances not located within the public right of way.

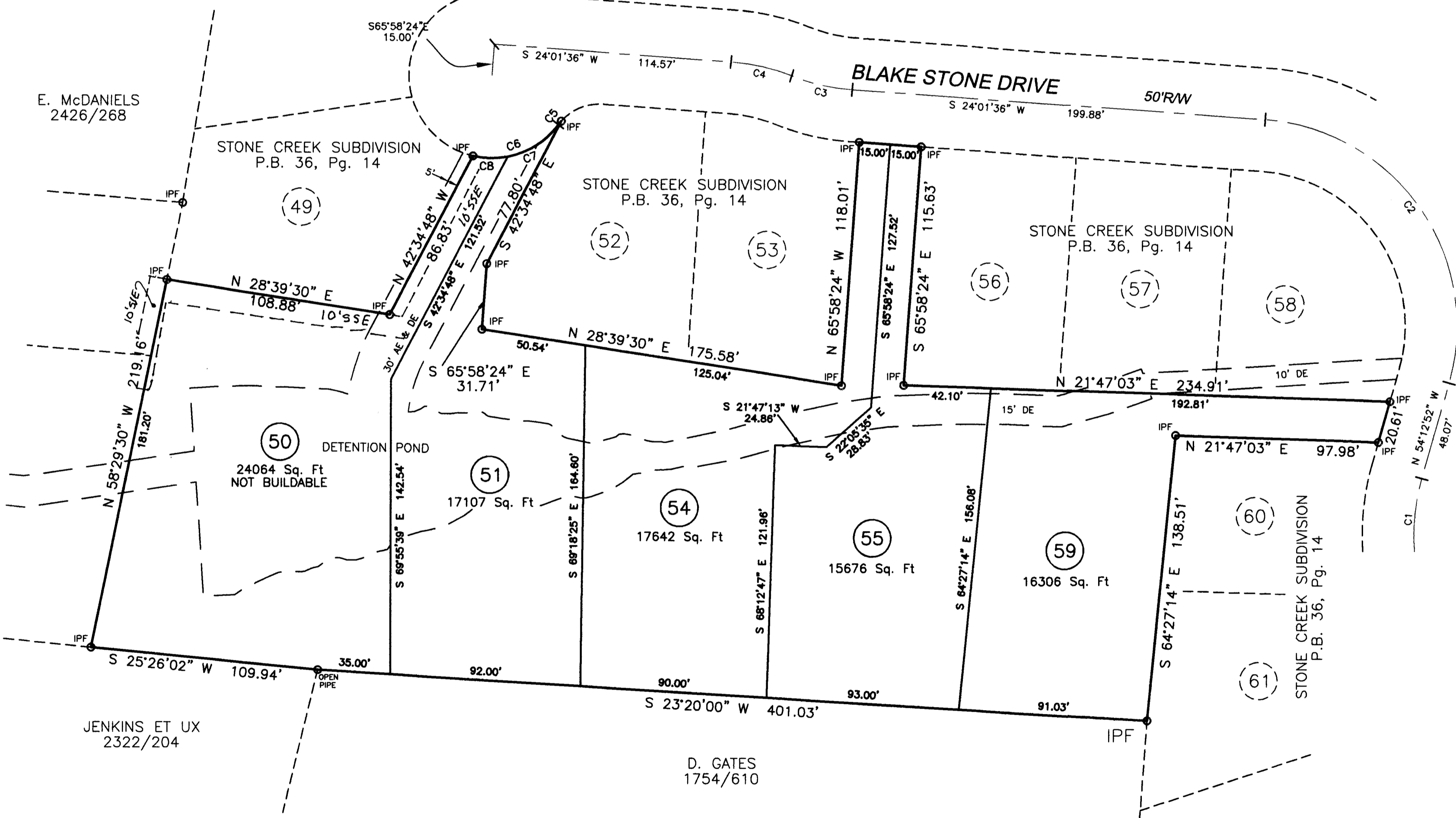
The future maintenance, repair and operation of the private storm water facilities shall be the responsibility of all subdivision lot owners of record of those lots shown on the recorded plat. In the event, a subdivision is developed in phases then all subsequently developed lots in the subdivision including all future phases of the subdivision shall share the same easement as those lot owners shown in the initial plat and/or plots. It being the intent that all lot owners in any particular subdivision, whether in the initial or any later phase shall share equally in the easement rights in and to the storm water storage facilities as well as share equally in the future maintenance and upkeep of the storm water storage facilities. There shall be and is a storm water storage basin easement on to any plot containing a storm water detention basin. This storm water detention basin easement shall be a 20 foot wide access easement. This easement shall be for the purpose of allowing city engineering personnel, storm water inspectors, grading equipment operators, storm water monitoring personnel and/or other necessary personnel to investigate, inspect, repair and/or maintain the detention basin or storm water quality structure as needed to determine proper functioning, need for maintenance, maintenance and/or other necessary repairs and/or situations that may occur in times of emergency or urgent conditions. This twenty (20) foot access easement is as shown on this recorded plat and shall be used as a means of ingress and egress to and from storm water detention basins and must also be a public right of way for at least twenty (20) feet road frontage and must be easily traversable by potential grading equipment as well as those individuals noted above. This twenty (20) foot storm water detention basin access easement area shall not contain any buildings or structures, large trees or heavy shrubbery, utility poles, manholes, overhead utility lines without adequate clearance, ditches or channels and/or any other structures or items causing the storm water detention basin to be inaccessible.

However, the property owner is permitted to plant small shrubs of little or no value that can be easily removed or cleared. Small fences may also be placed in this area that can be easily removed. Any fencing should contain a gate through the fence. (Solid gate shall be placed there by the lot owner at the expense of the lot owner.) Any structure located upon the storm water detention basin access easement area must be portable and quickly and easily removable. The City of Cleveland shall not be and is not responsible for any damage to any structure, fence, utility or vegetation located within this storm water detention basin access easement area. The City of Cleveland and/or its designated agents and/or officials shall have access over and across this storm water detention basin easement area they deem the same necessary to inspect and/or maintain the storm water detention facility. The City of Cleveland shall not be responsible for the repair or replacement of structures, fences, utilities and/or vegetation located upon the storm water detention basin access easement area. This storm water detention basin access easement area is normally intended for heavy equipment access rather than ordinary passenger vehicle access.

Ownership of each private storm water facility shall be equally appropriated to each parcel over which the storm water storage facility lies. However, maintenance of these private storm water facilities serving multiple parcels shall be the cumulative responsibility of every lot and/or tract owner of record of any platted lot or tract in the subdivision who shall have easement rights for water runoff from their individual lots and/or tracts flow in and to any storm water storage facility and/or detention or retention pond as shown on the recorded plat in the subdivision. Each lot owner in the subdivision shall share equally in the cost of all maintenance, upkeep and/or repair of storm water storage facility and/or detention/retention pond. However, in the event, damage to the storm water storage facility and/or detention/retention pond is caused by the sole negligence of any one individual lot and/or tract owner, then the individually negligent lot or tract owner shall be solely responsible for the repair of the damage caused by his or her negligence and/or the acts of his or her agents. In the event, storm water facilities are not properly maintained as set out herein in the City of Cleveland, it shall require the subdivision/parcel owners of record to perform the maintenance and the repair at the expense of the parcel owners served by said facilities and pursuant to the terms of Section 18-305, Section 5 (f) (5). The City may file suit against the lot and/or tract owners seeking relief from a court of proper jurisdiction to require said lot and/or tract owners to pay for said maintenance and upkeep of these storm water storage facilities as set out herein and/or as set out in the ordinance. In the event it shall be necessary to file suit then the party or parties found to be in violation of the ordinance and/or in violation of this maintenance agreement shall be responsible to pay the court costs and any attorney fees incurred by the City of Cleveland in having the ordinance and/or this maintenance agreement enforced.

Developer
 Dated this 14th day of November 2020

THIS PLAT IS SUBJECT TO ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, AND/OR RESTRICTIONS THAT MAY EXIST EITHER WRITTEN OR NOT WRITTEN, RECORDED OR NOT RECORDED, EASEMENTS, RESTRICTIONS, & OTHER USES MAY EXIST THAT ARE NOT CLEARLY DEFINED BY LATEST DEED, REFERENCE TO ANY DEED, RECORDS, NO TITLE ABSTRACT WAS PERFORMED OR OBTAINED BY THIS FIRM. THE USE OF THIS SURVEY PLAT IS STRICTLY LIMITED TO THE CLIENT FOR WHOM IT WAS PREPARED, AS LISTED HEREON.
 IT IS HEREBY CERTIFIED THAT THIS PLAT IS A TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE & BELIEF. IT WAS PREPARED FROM MY ACTUAL FIELD SURVEY BY ME OR UNDER MY DIRECT SUPERVISION, THAT THIS IS A CATEGORY 1 SURVEY, WITH AN ERROR OF CLOSURE OF THE UNADJUSTED SURVEY NOT EXCEEDING ONE FOOT PER TEN THOUSAND FEET.
John T. Knicker 10-28-20
 JOHN T. KNICKER
 CLEVELAND SURVEYING COMPANY
 1523 South Lee Highway
 Cleveland, Tennessee 37311
 Telephone (423) 479-1829



C/L ROAD CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	188.15'	100.00'	S 71°53'05" W	161.60'
C2	177.59'	100.00'	S 74°54'16" W	155.16'
C3	30.11'	100.00'	S 32°39'13" W	30.00'
C4	30.11'	100.00'	S 32°39'13" W	30.00'

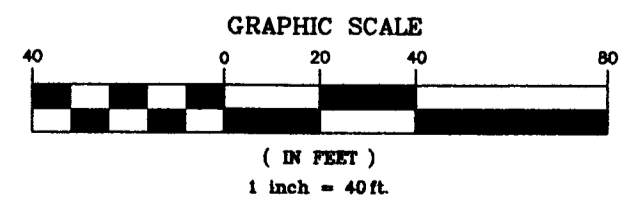
LOT CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C5	2.24'	25.00'	N 30°49'40" W	2.24'
C6	46.37'	40.00'	N 00°11'01" W	43.92'
C7	29.49'	40.00'	N 12°16'32" W	28.82'
C8	16.88'	40.00'	N 20°56'07" E	16.76'

FINAL PLAT
STONE CREEK SUBDIVISION
 LOTS 50, 51, 54, 55 & 59

LOCATED IN THE SECOND CIVIL DISTRICT
 CLEVELAND, BRADLEY COUNTY, TENNESSEE
 SCALE 1"=40' JULY 24, 2020
 FOR: EPPERSON HOMES, LLC
 3231 BLUFF DRIVE N.W.
 CLEVELAND, TN 37312
 PHONE: (423) 479-9042

- LEGEND**
- PMS POINT NOT SET
 - IPS IRON PIN SET (1/2" REBAR W/CAP)
 - IPF IRON PIPE FOUND
 - SSE SANITARY SEWER EASEMENT
 - FHE FIRE HYDRANT
 - DE DRAINAGE EASEMENT
 - AE ACCESS EASEMENT

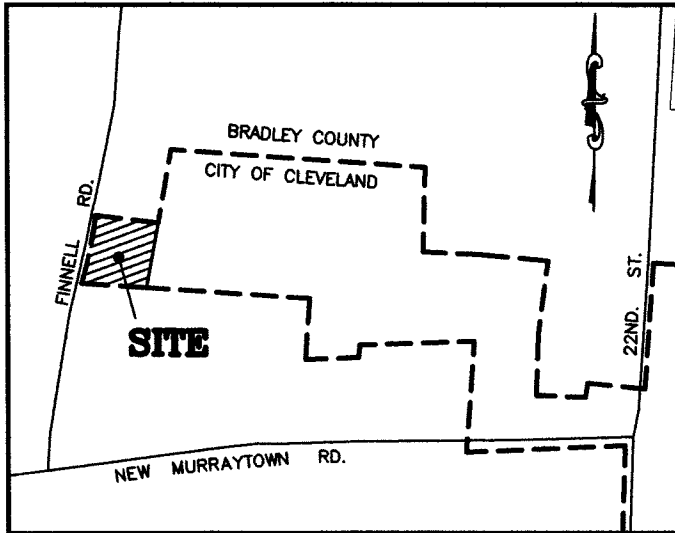


Building Setbacks:
 Front: 25'
 Rear: 15'
 Side Street: 25'
 Sideline: 10'

Note: Greater setbacks may be required by Recorded Restrictions

Revised: 8-11-20
 Added Note:
 Lot 50 "Not Buildable"

Project No. 160916



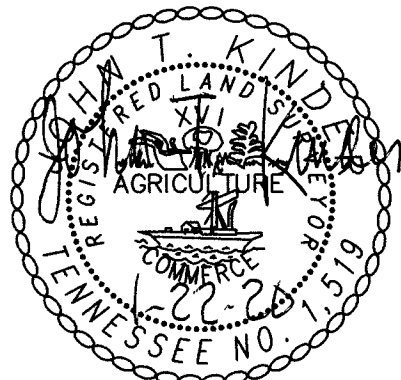
TAX MAP No. 40, PARCEL 26.15
LOCATION MAP (N.T.S.)

- LEGEND**
- PNS POINT NOT SET
 - ⊙ IPS IRON PIN SET (1/2" REBAR W/CAP)
 - IPF IRON PIPE FOUND

Building Setbacks:

Front:	25'
Rear:	15'
Side Street:	25'
Sideline:	10'

A = 216.71'
 R = 4028.27'
 N 57°49'01" W
 C = 216.68'



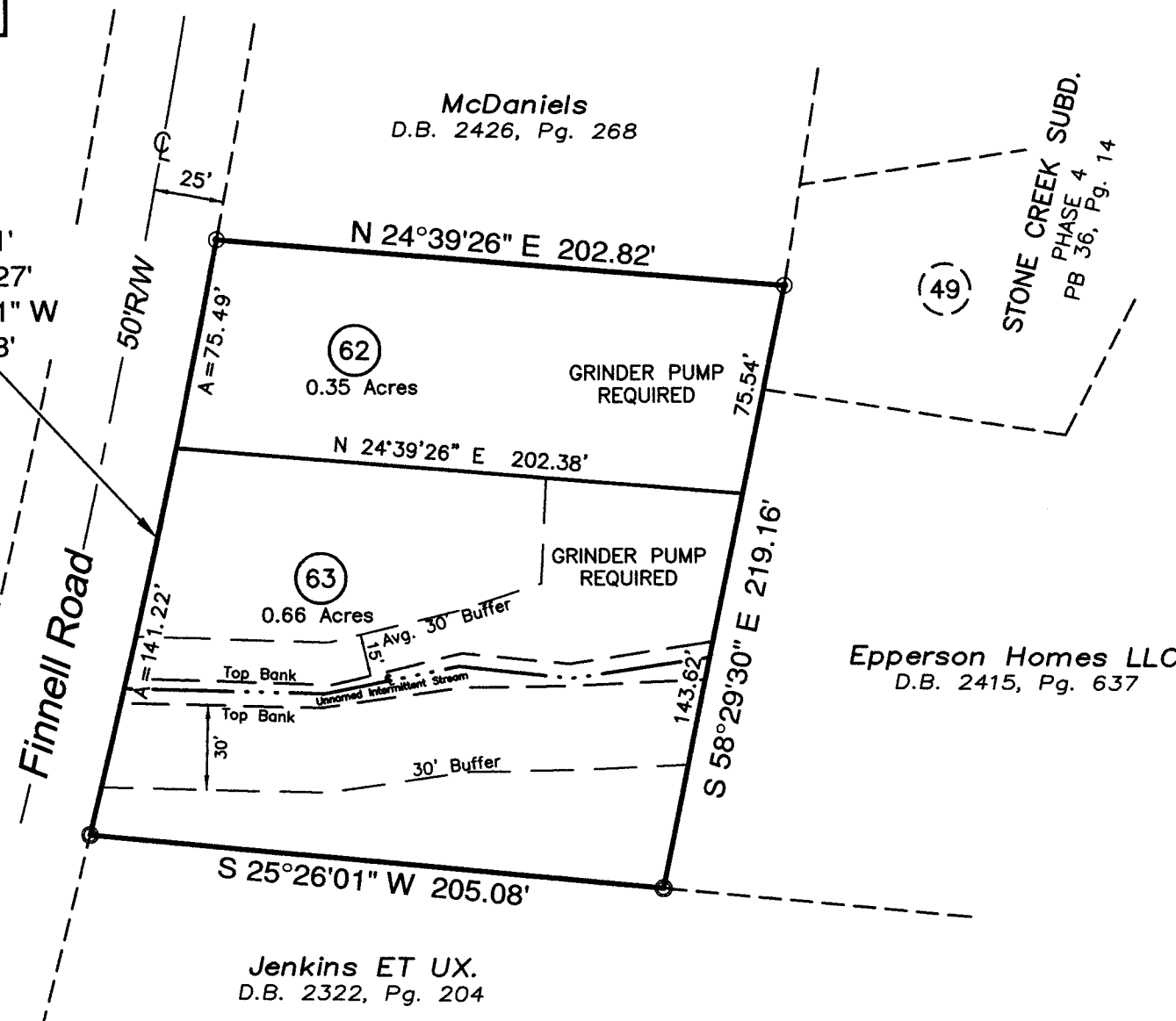
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1 PER 10,000 AS SHOWN HEREON

John T. Kinder 1-22-2020
 JOHN T. KINDER R.L.S. No. 1519

CLEVELAND SURVEYING COMPANY
 1523 South Lee Highway
 Cleveland, Tennessee 37311
 Telephone (423) 479-1829

BASIS OF BEARINGS:
 Tenn. State Plane

Area Subdivided: 1.00 Acres
 This tract is not in a Flood Hazard Area (Reference: F.I.R.M. Map 47011C0110E)
 Current Zoning is FAR
 This plat subdivides property recorded in: D.B. 2608, Pg 901.
 20' Utility & Drainage Easements on all lot lines abutting public roads.
 10' Utility & Drainage Easements on all lot lines forming outside boundary.
 5' Utility & Drainage Easements on all lot lines forming inside boundaries.
 Water by Cleveland Utilities.
 Sewer by Cleveland Utilities.
 Electric by Cleveland Utilities.
 This plat is subject to Perpetual Storm Water Facility Maintenance Agreement as per P.B. 36, Pg. 14.
 Iron Pins Set On All Corners.



09/25/2020 - 03:13 PM
20014052
 1 PGS:AL-PLAT
 BATCH: 244784
PLAT BOOK: PB37
PAGE: 144
 REC FEE 15.00
 DP FEE 2.00
 TOTAL 17.00
 STATE OF TENNESSEE, BRADLEY COUNTY
DINA SWAFFORD
 REGISTER OF DEEDS

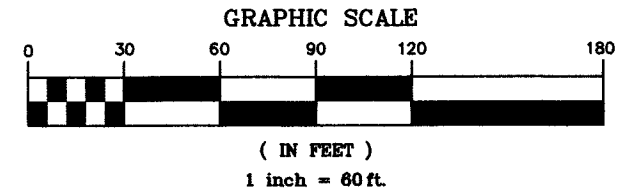
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS MINOR SUBDIVISION PLAT MEETS THE REQUIREMENTS OF THE CITY OF CLEVELAND SUBDIVISION REGULATIONS AS SPECIFIED IN SECTION 7.08, AND ELSEWHERE.

[Signature] 9/25/2020
 SECRETARY OF PLANNING COMMISSION

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT HE OWNS THE LAND BEING SUBDIVIDED AND THAT THERE ARE NO PREVIOUS PRIVATE RESTRICTIONS AGAINST SUBDIVIDING; THAT ALL TENNESSEE STATE TAXES, BRADLEY COUNTY TAXES AND OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID; AND THAT HE IS DEDICATING THE ROAD RIGHT-OF-WAYS FOR PUBLIC USE AND ANY OTHER AREAS SO DESIGNATED AND IS ALSO ESTABLISHING EASEMENTS AS SPECIFIED ON THIS PLAT.

[Signature] 9/25/2020

FINAL PLAT
STONE CREEK SUBDIVISION
PHASE 5
LOTS 62 & 63
 LOCATED IN THE SECOND CIVIL DISTRICT
 CLEVELAND, BRADLEY COUNTY, TENNESSEE
 SCALE 1"=60' AUGUST 3, 2019
 For: Epperson Homes, LLC
 3231 Bluff Drive N.W.
 Cleveland, TN 37312
 Phone: (423) 479-9042



Rev. 1/22/2020 Removed Common Area