

Prepared by Kinder Developments, LLC
Cleveland, Tennessee

RESTRICTIONS) FOR A VALUABLE CONSIDERATION, the receipt of which is
 : hereby acknowledged, Kinder Developments, LLC of Bradley
 WESTHAVEN) County, Tennessee, owns the land (in Decd Book, 1655, page 836)
 : upon which a Subdivision is to be created and is to be known as
 Westhaven, which Plat is recorded in the Register's Office for Bradley County, Tennessee
 (ROBCT) in Plat Book 22, page 22. It is intended to create an upscale residential
 community of high standards, and in order to do so these restrictive conditions for the benefit of
 all owners or occupiers of said Lots within said Subdivision are being imposed thereon, and shall
 bind the present owners and all subsequent purchasers whether or not these restrictions be
 mentioned or referred to in any subsequent conveyance(s).

1. LAND USE. All lots shall be used exclusively for single-family residential purposes. No business of any kind shall be located within said Subdivision nor shall any business of any kind be operated out of any home therein. No Lot or part of Lot may be used as a street or utility right-of-way easement connecting the streets within the Subdivision to any land outside the Subdivision, EXCEPT WITH THE EXPRESS WRITTEN AND RECORDED APPROVAL OF THE DEVELOPERS NAMED HEREIN.

2. ARCHITECTURAL CONTROL. The Architectural Control Committee shall be initially the members of Kinder Developments, LLC, so long as any one of the Lots in said Subdivision remain unsold, and so long thereafter as they desire. It is clearly understood that the acts of any one of the three shall bind the other two with regard to the 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 presented in writing and approved by the Architectural Control Committee, or either of them 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 Control Committee, may require changes, not otherwise prohibited in these restrictions, concerning size, designs, style, location, type of exterior and so forth, with regard to the building. The decision of the Architectural Control Committee (Committee) or their successors in interest shall be final. No construction, grading or clearing of debris or trees shall begin until the plans have been approved IN WRITING by the Developers or the Committee as applicable.

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 residence shall be permitted upon any one Lot. An outbuilding may be erected or located to the rear of the main dwelling and shall be constructed in accordance with setbacks as shown on the recorded plat. If an outbuilding is erected, it shall be of new materials constructed to match the existing residence on said Lot. Outbuildings shall be approved by the Architectural Control Committee. Outbuildings shall not be larger than 120 (one-hundred and twenty) square feet. Minimum building setbacks shall be as

shown on the recorded subdivision plat. There shall be no more than one outbuilding on any one lot as shown on the recorded plat of Westhaven Subdivision.

The front of all houses shall face Westhaven Place. All primary driveways shall access Westhaven Place. There is a private access easement (a/k/a Rebel Drive) located to the rear of and adjacent to lots 9 through 15. Said easement serves property west of Westhaven. Owners of lots 9 through 15 shall have the right to use this easement for limited access; however, primary access shall be from Westhaven Place as referred to above. If any lot owner(s) of said lots 9 through 15 constructs a secondary driveway for rear access to the private access easement, the lot owner(s) shall be responsible to help with the upkeep and maintenance of said easement.

All structures, including garages and outbuildings, shall be constructed of new material and unless of some brick, stone or other non-fading materials, the same shall be painted and maintained in a good condition at all times. The materials shall be approved by the Committee under Paragraph 2 above. The front façade, not including doors and windows, shall have a minimum of 75% brick or stone. Any façade remaining on the front of all houses not having stone or brick shall have Hardie Board or high quality cedar shake vinyl. The sides and rear of the house may use vinyl siding; however, any vinyl siding used shall be a high quality product.

There shall be no dwellings or buildings erected of stucco or of a geodetic dome design, or of any extremely unusual design without the express approval of the Committee under Paragraph 2 above. All roofs on all buildings shall be covered with a first quality roofing material. The roofs shall contain a minimum pitch ratio of 9 to 12. All roofs must be previously approved by the Committee under Paragraph 2 above. All roofs shall be constructed with dimensional shingles such as Timberline or similar materials. Shingles used shall have a minimum of a 25-year life span. Any outbuilding shall have the same type roofing material as the house upon the same lot.

The entire foundation of all buildings, the home as well as any outbuildings, shall be of brick or stone unless otherwise approved by the Committee under Paragraph 2 above. This requirement as to foundations shall include all front porch foundations, and they too shall be constructed of brick or stone. There shall be no fences along the front or frontal sides of any dwelling. Fences, if any, are to be located upon said property, shall be from the back corners of the house and backward there from. Such fences may be of wood or vinyl or similar type product but cannot be of light-gauge metal or chain link or wire type fencing. In any event all fences shall be new and in good condition and shall be maintained in good condition, painted or stained and sealed to match the home. Fences shall not exceed six (6) feet in height. Also, prohibited are decorative posts or columns placed along the front area of the lot without specific approval from the Architectural Control Committee.

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 or stone, unless otherwise approved in writing by the Committee under Paragraph 2 above.

Satellite dishes of widths of more than 3 feet across are prohibited. All satellite dishes and any TV antennae shall be in the back yard of the house and not visible from the street, an in

all cases the satellite dish or TV antenna shall not be installed without the approval of the Committee, under Paragraph 2 above

4. CONSTRUCTION COMPLETION. Once construction has begun, the home shall be complete, in livable condition, within ten (10) months of the start; otherwise, it shall be considered a nuisance under these restrictions.

For storm drainage, erosion, and sediment control, after purchase of the Lot the new owner is responsible before, during and after construction, for any increase in storm water, erosion, silt, mud, debris, or other similar items. The owner of each Lot shall install and/or maintain adequate erosion and sediment control measures, such as but not limited to, silt fence, geotextile fabrics, etc., and promptly correct any violation of this requirement (such as mud on the public roads). The new owner agrees that neither the original Developer nor the local government shall be responsible for correcting any drainage or erosion problems after the purchase of said Lot.

The house location and adjacent areas affected thereby shall be cleared of all trees, stumps and other debris, all of which shall be removed from the Lot prior to any construction.

Upon completion of the construction of the main dwelling, the owner of each Lot shall expend for landscaping a minimum of one (1) percent of the total cost of the land and buildings. This provision shall also apply to any re-construction of any destroyed dwelling. The landscaping shall be completed within 90 days from the completion of the dwelling. Failure to do so is a nuisance. The occupancy of the residence or the filing of a Notice of Completion in the Register's Office for Bradley County, Tennessee, which ever is first in time shall be evidence of completion.

After purchase of Lot, the new Owner is responsible before and during construction to maintain the entire Lot area in an attractive condition. After construction is completed, the yard shall at all times be kept neat, attractive, mowed and tended. Failure to do so is a nuisance.

All vacant Lots whether owned by Developers or third parties shall be kept neat, attractive and tended until sold, at which time the new owner shall take over said work.

The Committee reserves the right to remove dangerous or dead trees, briars, weeds, vines, etc., from any vacant Lot so long as it is vacant at the cost of the Owners.

5. SIDEWALKS. Sidewalks will be required along Westhaven Place. Sidewalks are not required on Villa Drive. The sidewalk shall be three (3) feet back from the face of the curb and then continue on four (4) feet in width, and shall be four (4) inches in depth. The concrete walk shall be of a similar material to the concrete used in the driveway. It is intended that all Lots in said Subdivision shall have sidewalks which can be used as walking areas for pedestrians. Sidewalks shall be installed at or before the completion of the home by the builder or homeowner.

6. DRIVEWAYS. Before any construction has begun, a temporary driveway with at least crusher-run stone thereon shall be installed and said driveway shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road. As to all Lots, there shall be a driveway of a width of 16 feet OR a more narrow driveway with a turn-around. These restrictive conditions apply to the permanent driveways only. After construction is completed, the driveway shall be constructed of concrete and shall be completed within 90 days after the initial occupancy of the dwelling, or within 90 days from the date of the filing of the Notice of Completion, whichever is first in time.

7. SUBDIVISION OF LOTS. No lot may be re-subdivided by anyone other than the original Developers who shall have that exclusive right. 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 85% of its original building 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 these restrictions. At no time shall any Lot be divided for the purpose of creating a new or separate building site, nor shall any lot be used for a road from this Subdivision to a property adjacent to the Subdivision, nor shall any utility easements be utilized to cross this subdivision to another tract of land outside the Subdivision, except with the full consent and written approval of all the members of the Committee under Paragraph 2 above.

8. DWELLING SIZE. The minimum square footage of living area shall be exclusive of porches, breezeways, terraces, basements, garages and the like. The Committee shall strive to maintain a minimum square footage of 1800 square feet for a single level building. For a one and one-half story dwelling, there shall be a minimum of 2000 square feet, with a minimum of 1500 square feet on the ground floor. For a two-story dwelling, there shall be a minimum of 2200 square feet, with a minimum of 1500 square feet on the ground floor. These square footages shall be of "finished" rooms within the dwelling. Split foyer buildings are not permitted. Split level houses shall be considered on a case by case basis and may be approved by the Committee under Paragraph 2 above. Garages shall be for a minimum of two cars and shall be attached to the house. A detached garage shall be considered on a case by case basis and may be approved by the Committee under Paragraph 2 above. Garage doors visible from the street shall remain closed at all times except for cleaning and entering and leaving. It is clearly understood by all parties that these provisions (of this Article 8) as well as the entire set of restrictions are not mandatory for the Committee, but are to be used as a guide for the Committee except as otherwise prohibited. See Paragraph 2 above.

9. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. MAILBOXES. It is intended for all mailboxes to be of the same or similar materials and shall each have a pedestal of the same or similar materials and each of them shall be similar in size and shape for all parties in said Subdivision. The Developers shall specify the type and shape of said mailbox which must be installed and maintained as originally specified by the Committee. It is clearly understood that the specific mailbox chosen by the Committee is to be installed for each lot by the builder and/or homeowner. The Committee shall notify the initial

purchaser of each lot where said mailbox is available and as stated above this specific mailbox shall be used for any lot located within Westhaven Subdivision.

11. DRILLING OR MINING. No oil drilling, oil development operation or refining or quarrying or mining operations of any kind shall be permitted upon any Lot within the Subdivision.
12. WATER SUPPLY SYSTEM. No individual water supply system is permitted. However, individual systems may be installed for ponds, pools and the like. Such individual systems shall not be used for potable water.
13. SWIMMING POOLS. Above-ground swimming pools are prohibited. Any pool constructed shall be underground and shall be located to the rear of the house and suitably fenced to blend with the house as approved by the Committee under Paragraph 2 above. The swimming pool shall conform to all setback requirements.
14. 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 the streets that are damaged by himself, his builders, agents or servants. Any repairs or replacement shall be in accordance with the existing curbing and streets as to the style and quality.
15. MAINTENANCE OF PROPERTY. Each Lot shall be landscaped and the Owner is required to maintain the Lot in a neat and attractive condition and the yard trimmed as well as all bushes or trees. See also Item 4 above as to vacant lots.
16. 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.
17. WINDOWS. All dwellings constructed in this Subdivision shall have double-paned insulated windows of top quality whether wood-frame or vinyl. No aluminum windows shall be used.
18. UTILITIES AND DRAINAGE EASEMENTS. This Subdivision is within the City of Cleveland and as such has various and sundry drainage and utility easements as required by the City. The drainage and utility easements are as shown on the recorded Plat and all parties shall abide by said utility and drainage easements as specified. Developers reserve the right, without liability, to remove trees along lot lines for installation of any type utility and/or sewer lines necessary for any lot to have access to utilities.
19. MOBILE, PRE-FABRICATED OR MODULAR HOMES. No mobile home, modular home, pre-fabricated home, house trailers, tents or shacks which shall all be considered temporary, nor shall any other buildings of a temporary character, be erected or moved onto any Lot within said Subdivision. All such listed homes are prohibited. All structures shall be on-site constructed. Homes are to be built with new materials. The only prefabricated items in the

construction of the home that are permitted are flooring or roofing trusses, nothing else. Also specifically prohibited is the partial construction, such as a basement, of a house and moving into the same prior to full completion of the entire house. All such structures shall be considered temporary and are prohibited.

20. ANIMALS. No animals of any kind shall be raised, bred or kept on any Lot, except for dogs and cats provided that they are not kept, bred or maintained for commercial purposes. Not more than two pets are permitted on any one Lot. No animals shall be allowed to run free and must be confined by leash or fence to the property of the owner, located to the rear or back of the residence.

21. NUISANCES. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done therein which will be or may become an annoyance to the neighborhood. The having or allowing of a tractor trailer or any trailers used or to be used as living quarters or junk, such as appliances, shall constitute a nuisance, per se. Furthermore, the leaving of automobiles upon the street or in the yard, whether dismantled or otherwise shall likewise constitute a nuisance, per se. Also, the non-removal within ninety (90) days after occupancy of any building materials, such as blocks, bricks, lumber, etc., from the street view shall be a nuisance, per se. If the dwelling has been damaged or destroyed and is not repaired or removed within six (6) months, the same shall constitute a nuisance, per se. There are other nuisances specified in the various other paragraphs of these restrictions. It is intended for each building to be in a subdued and unobtrusive color. Bright colors such as neon or anything that would be an eye sore to a neighbor are prohibited.

22. 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 three (3) days in any driveway in front of a structure or in the front yard, or to the side of any dwelling, nor on any vacant Lot so as to be exposed to the street. Such vehicles or trailers shall be parked in a garage or to the rear of any residence and not be in the normal view from the street as much as is practical.

23. STREET DEDICATION. Westhaven Place and additional right-of-way for Villa Drive, as shown on the recorded Plat, are hereby dedicated to the public use.

24. SUBDIVISION MAINTENANCE. Each Lot Owner, whether occupying the Lot or not, shall maintain the beauty and property values by keeping the area in a neat and attractive condition by mowing, trimming, etc. The responsibility of the Developers with regard to any Lot shall terminate upon the sale of each said Lot.

25. HOLIDAY DECORATIONS. All holiday decorations used upon any Lot within the Subdivision shall be removed no later than 30 days after said holiday.

26. GARBAGE. All garbage and rubbish and like materials shall be concealed by shrubs or materials used in the exterior construction of the dwelling so as to not be visible from the Street except when and upon the day of being picked up for disposal.

27. CONSTRUCTION. All buildings must be built to a minimum standard as set by the City of Cleveland Building Inspections Department.

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

29. PROPANE TANKS. There shall be no above-ground propane tanks and/or fuel tanks of any other type. All such tanks shall be underground and shall be serviceable from a driveway and said tanks shall be away from the street. Any deviation from these conditions shall be waived only by the Committee in Paragraph 2 above, if at all. However, this does not preclude the use of propane gas for barbeque grills, etc.

30. OUTDOOR CLOTHES LINES. There shall be no outdoor clothes lines of any type upon any Lot within said Subdivision.

31. YARD SALES AND/OR MOVING SALES. There shall be no more than two (2) yard sales or moving sales conducted upon any one Lot within the Subdivision in any twelve month period.

32. AIR CONDITIONING. No window unit air conditioners are allowed. Zone units such as used by motels are allowed provided consent is given by the Committee under Paragraph 2, and further provided that no such zone unit shall be visible from the street. Central heating and air conditioning systems should be located to the side or rear of the house and screened so as not to be visible from the street.

33. AMMENDMENTS. Kinder Developments, LLC through any two of its members shall for a period of 10 years following the 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 any two members of Kinder Developments, LLC shall be allowed to amend these Restrictions. That at no 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 newly constructed buildings after the imposition of any changes.

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

35. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until 1 December 2026 (except as specified in Item 33 above), 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 said Lots shall agree to change such covenants in whole or in part. For the purpose of voting, each Lot as originally sold by the Developers shall have one (1) vote. Any changes shall be recorded in the Register's Office for Bradley County, Tennessee.

36. **ENFORCEMENT.** In the event that any one or more of the foregoing conditions be violated by anyone, the party guilty of such violation shall be subject to any liable at the suit of any interested Owner within said Subdivision or any governmental authority or the Developers to be enjoined by proper process from such violation, and shall be liable for the payment of all costs, reasonable attorney fees of both parties, and all other expenses incident to such proceedings, which costs, attorney fees and other expenses are prescribed as liquidated damages; and such remedies shall not be exclusive but shall be in addition to all other remedies allowed by law.

WITNESS our signatures this 15 day of November 2006.

KINDER DEVELOPMENTS, LLC BY

Mitchell T. Kinder
Mitchell T. Kinder, Member

Sherra E. Kinder
Sherra E. Kinder, Member

John H. Kinder
John H. Kinder, Member

BK/PG: 1696/915-922
06021467

STATE OF TENNESSEE, BRADLEY COUNTY	
PROPERTY IDENTIFICATION	
DEED BOOK: 1696	
DEED PAGE: 915	
DATE: 11/15/2006 01:41 PM	
VALUE	0.00
SALES TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTERING FEE	0.00
TOTAL AMOUNT	12.00

RAYMOND SWAFFORD
REGISTER OF DEEDS

STATE OF TENNESSEE)
COUNTY OF BRADLEY)

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally came Mitchell T. Kinder, Sherra E. Kinder, and John H. Kinder, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Members of Kinder Developments, LLC, the within named bargainor, and that they as such Members, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the LLC by themselves as such Members.

Witness my hand and Notarial Seal, this 5th day of November 2006.

Sharon Hindman
NOTARY PUBLIC

My Commission Expires: September 15, 2009

