

Prepared by J. Michael Sharp, Attorney
Cleveland, Tennessee

Mail to
Homes of Distinction
3755 Georgetown Rd, NW
Cleveland, TN 37312

RESTRICTIONS
WESTON HILLS
SUBDIVISION, PHASE I

) FOR A VALUABLE CONSIDERATION, the receipt of
: which is hereby acknowledged,
: RONALD L. BARKER AND WIFE, PAMELA W. BARKER
: of Bradley County, Tennessee, being the owner
: of land known as WESTON HILLS SUBDIVISION, PHASE I,

a Plat of which is recorded in Plat Book 14, page 120, 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 into and made a part of each conveyance in detail.

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 DEVELOPER, 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 developer or an architecture control committee, or of a then property owners committee, should such committee be created. IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS OR TRACTS IN THIS SUBDIVISION AGREE that the architectural control committee 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 committee 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 one lot or tract. All dwellings shall have at least a double car garage attached to the main dwelling.

All structures including garages and outbuildings shall be constructed of new materials, and unless of brick or rock or of some non-fading material, 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 front of all dwellings shall be constructed of brick, natural stone, or stucco, 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. There shall be no artificial or man-made stone materials used on any house or building or at any location on any lot or tract. Seventy percent (70%) of all main roofs shall contain a pitch ratio of 7 to 12 or greater. All foundations shall be of brick or mountain stone unless otherwise approved by the architectural control committee. The use of wood windows shall be required unless waived by the architectural control committee. 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 street view.

All roofs shall be constructed with dimensional shingles such as Timberline or similar materials. Outbuildings of similar material and construction may be built behind the main structure.

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 property crowing and drainage and shall be installed within two (2) months after the initial occupancy of the dwelling.

During construction property owners shall be 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. SIDEWALKS. Lots 1 through 21 and Lots 49 through 53 shall be required to have a sidewalk constructed. Upon completion of construction. Said sidewalks shall begin three (3) feet from the curb and shall be a width of 4 feet and shall be constructed of concrete with proper crowning and drainage and constructed so as to connect to the sidewalk of the adjoining lots. No washed aggregate type concrete shall permitted in 4-foot sidewalk area. The space between the sidewalk and the street shall be maintained in grass only, except at the base of the mailbox which may be landscaped. However, in the event a tree is planted in those areas requiring Penn Oak trees, then landscaping may be done in the base of the Penn Oak tree. For Lots 1 through 6, 49 through 53, and Lots 20 and 21, the lot owner agrees to install a minimum of a 2-inch caliper Penn Oak tree in the space between the sidewalk and the street. Said Penn Oak tree shall be placed approximately in the center of the Lot.

6 SUBDIVISION OF LOTS OR TRACTS. No lot or tract may be subdivided by anyone other than the original developer who shall have the authority to resubdivide 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 a 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 developer, shall be for the purpose of adding to an adjacent tract of land.

7 DWELLING SIZE.

A. The architectural control committee shall strive to maintain a minimum of 1,600 square feet of heated, improved area for Lots 1 through 26 and Lots 41 through 53; however, the developer reserves the right to approve a lessor or different square footage at the sole discretion of the developer, assuming that the developer determines the plan as approved will not have any adverse affect upon the subdivision. This shall be within the sole discretion of the developer. For the dwellings located upon Lots 27 through 40, the developer and/or the architectural control committee shall strive to maintain a minimum living area of 1,800 square feet for a single story dwelling, 2,000 square feet for a 1 ½ story dwelling, and 2,300 square feet for a 2 story dwelling. The footages are for heated and cooled space. These footages shall not include the attached garage, which shall be attached to the house and shall be a double car garage. In all provisions of this paragraph, the decisions shall be those of the developer and/or the architectural control committee, shall a committee have been designated and how this paragraph is written is not mandatory upon the committee

8. FRONT PORCHES. All front porch foundations shall be enclosed and shall be of either brick or mountain stone construction.

9. UTILITY AND DRAINAGE EASEMENTS. There shall be imposed upon all interior lot lines a utility and drainage easement of five (5) feet and ten (10) feet on all lot lines abutting the land adjacent to the subdivision; there is also imposed upon the lots a fifteen (15) foot utility easement along the street lines. ALL UTILITY WIRES FROM STREETS TO BUILDINGS UPON EACH LOT SHALL BE BURIED. There shall be no exposed service connecting 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.

10. BUILDING SETBACK LINES. All structures shall be set back from the street a minimum of 25 feet. All structures shall be at least 5 feet from the rear lot lines and shall not interfere with the existing utility easements. All' one-story structures shall be at least 10 feet from one interior lot line and at least 3 feet from the remaining interior lot line. All two-story structures shall be at least 12 feet from one interior lot line and at least 3 feet from the remaining interior lot line. All structures shall be set back from all side streets a minimum of 20 feet.

11. 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.

12. NUISANCES No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an *annoyance to the neighborhood*. The having or allowing of trailers, 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. Also 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 a nuisance per se. Satellite dishes over 18 inches in diameter are prohibited and to install one shall be considered a nuisance per se.

13. STREET DEDICATION. All streets and tree yard shown on the Plat are hereby dedicated to the public use.

14. 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 successive year.

15. ON STREET PARKING. All parties understand and agree that there shall be no on 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.

16. TANKS AND GARBAGE RECEPTACLES. There shall be no above ground propane and/or fuel tanks of any type located above the ground upon any lot within the subdivision. Furthermore, any and all garbage and trash containers must be placed in enclosed areas of 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 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.

17. MAILBOXES. All mailboxes 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.

18. 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.

19. 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 the public view. Laundry shall not be placed in public view to dry, such as on a fence, balcony or deck railing. The developer or the Homeowner 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.

20. AIR CONDITION UNITS. There shall be no window air conditioners allowed in any dwelling located within the subdivision. Zone units such as used in hotels/motels shall be allowed provided consent is given by the developer and/or homeowners association and such unit shall not be visible from the street and screened so as not to be seen from other houses located in the subdivision. Central heating and air conditioning systems shall be located to the side or the rear of the dwelling unit and screened so as not to be visible from the street.

21. GARAGE SALES AND/OR MOVING SALES. There shall be no more than two (2) yard sales and/or moving sales conducted upon any one lot located within the subdivision in any twelve (12) month period. Any sign used for such sale should not be more than five (5) square feet and must be promptly removed at the completion of said sale.

22. SIGNS. There shall be no sign of any kind displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise to be under construction and sale.

23. MOTOR HOME, BOATS, CAMPER TRAILERS AND TRAVEL TRAILERS. There shall be no motor home, boat, traveler trailer, camper trailer, or other similar travel vehicles, whether motorized or not, parked for longer than a three (3) day time limit in any driveway in front of the structure or to the side of any dwelling, nor on any vacant lot so as to be exposed to the street. Such vehicle and/or trailer should be parked in the garage, basement, or to the rear of any residence so as to be out of the normal view of any street within the subdivision.

24. 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. No more than two (2) 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.

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25. 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 (1) percent of the total cost of the land and buildings.

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

27. WATER SUPPLY SYSTEM. No individual water supply system shall be permitted upon any lot unless that system is located and/or constructed, in accordance with the requirements, standards, recommendations of both state and local health authorities and approved by the subdivision developer, his heirs and/or assigns. Approval of such system as installed shall be obtained from such authority as well as the developer of the subdivision, or, his heirs and/or assigns.

28. SWIMMING POOLS. No above ground swimming pool 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 architectural control committee and/or the subdivision developer, his heirs and/or assigns. 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.

29. 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 in the street that are damaged by himself, his builders, agents, and/or servants.

30. 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.

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

32. WINDOWS. All dwellings constructed in this subdivision shall have wood frames, double-paneled insulated windows and/or be of a top quality unless approved in all cases by the subdivision developer and/or the Homeowners Association.

33. SUBDIVISION MAINTENANCE. To maintain the beauty and property values; each lot owner shall be responsible for keeping his entire land area, including the tree yard in front of owner's lot, 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.

34. HOMEOWNERS ASSOCIATION. Every owner of a lot shall be a member of the Association and shall be entitled to attend, participate, and vote in all meetings of the Association. Each owner shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall constitute one (1) owner. All decisions of the Association shall be decided by a majority of the vote represented at any meeting at which a quorum is in attendance.

The purpose of the Association is to carry out the terms of these Covenants, to adopt such rules and regulations as may be appropriate, to set and collect assessments, and to do and perform any and all other things, matters, or acts required by or permitted by the Owners or the laws of the State of Tennessee which are necessary and desirable to carry out the purposes and intentions expressed herein.

The annual meeting of the Association shall be held at 1:00 o'clock p.m. on the first Saturday in April of each year in Bradley County, Tennessee, unless agreed otherwise by a Majority In Interest, for the purpose of adopting a budget and determining an assessment for the following year, and of transacting any other business authorized to be transacted. Special meetings of the Association shall be called by the Chairman or, by written request of any five (5) or more of the owners.

In addition to the rights, powers, and duties conferred upon the Association by the Covenants and the laws of the State of Tennessee, the Association shall have the following additional and cumulative rights, powers, and duties:

(a) To hold title and possession to funds and property, including the maintenance funds and other assessments, and including title to any part of the property, as trustee for the use and benefit of the

owners;

- (b) To make and collect maintenance fund assessments against owners to defray the costs of the Association, including, without limitation, all costs and expenses of carrying out the provisions of the Declaration, and of engaging all necessary services and employees therefore;
- (c) To oversee the maintenance, repair, replacement, operation and administration of the property, as provided herein, and other matters covered by the Declaration;
- (d) To make and amend reasonable regulations for the use of the property;
- (e) To enforce the provisions of the Declaration and the rules and regulations for the use of the property;
- (f) To carry insurance for the protection of owners against casualty and liabilities;
- (g) To pay the cost of any power, water, sewer and other utility services rendered to the Association and not billed to individual lots;
- (h) To employ personnel to perform the services required for proper administration of the Association, including, without limitation, auditors, attorneys, bookkeepers, and managers;
- (i) To incorporate the Association if found to be desirable.

35. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until JULY 2, 2022, 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 the purpose of voting, each lot as originally sold shall have one vote.

36. 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.

37. 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 of the then constituted public authorities to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings, which costs and attorney fees are prescribed as liquidated 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.

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 OWNER/DEVELOPER OF WESTON HILLS SUBDIVISION, PHASE I.

WITNESS our signatures this 3rd day of JULY 2002.

Ronald L. Barker by Pamela W. Barker atty. in fact Pamela W. Barker
RONALD L. BARKER by my attorney in fact, PAMELA W. BARKER
Pamela W. Barker, recorded in Book 1067, page 258

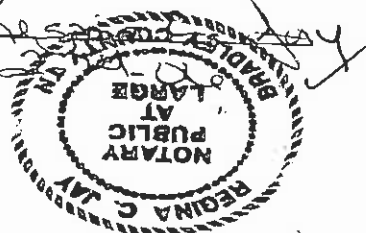
STATE OF TENNESSEE)
COUNTY OF BRADLEY)

Before me personally appeared RONALD L. BARKER, by attorney in fact, Pamela W. Barker, recorded in ROECT in Book 1067, page 258, and wife, PAMELA W. BARKER, 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 3rd day of JULY 2002.

NOTARY PUBLIC: [Signature]
My Commission Expires:

rj/Restr/WestonHillsSub



State of Tennessee, County of BRADLEY
Received for record the 15 day of
JULY 2002 at 12:55 PM. (REC# 105467)
Recorded in official records
Book 1226 pages 308-312
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 27.00, Total \$ 27.00,
Register of Deeds HERMAN DOELL SWAFFORD
Deputy Register DINA SWAFFORD