

WhiteStone Development llc.  
4352 Dalton Pike  
Cleveland, Tn 37323

*took original*  
*prepared by: R. Douglas Saffles*  
*4352 Dalton Pike SE*  
*Cleveland, TN 37323*

RESTRICTIONS FOR )  
WHITESTONE )  
SUBDIVISION )

For valuable consideration, of which receipt is acknowledged, WhiteStone Development llc., Owner of WhiteStone Subdivision, located in the First (1<sup>st</sup>) District of City of Cleveland, which is recorded in the Register's Office in Bradley County Courthouse, Plat Book PB29, Page 97. The property is subdivided into tracts and order to develop, protect and maintain a desirable area of high standards and property values to benefit all that own property and live in the community. WHITESTONE DEVELOPMENT LLC. does impose the following to be hereby considered special covenants and restrictions, to operate the Subdivision in the desirable manner to as is the intent of the Developers, whether or not they be mentioned or referred to in subsequent conveyances of said lots or portions thereof; and all conveyances of lots within said subdivision, shall be accepted subject to said special covenants and restrictive conditions and to the penalties hereinafter provided for their violation as fully as if incorporated into and made part of each conveyance in detail.

1. APPLICATION TO SPECIFIC LOTS. These restrictions shall apply only to the lots specified and shall not apply to any adjacent property unless specifically specified.
2. LAND USE AND BUILDING TYPE. All lots shall be used only for residential single-family dwellings. No business of any kind or commercial activity or enterprise shall be located upon any lot or operated out of any dwelling. No lot shall have more than one single-family dwelling not to exceed two stories in height above ground, basements are permitted. All building must have a single garage attached, although with approval of the Architectural Control Board, a garage may be in the basement, provided the dwelling size and location is approved. Prior consent by the Developers shall be required if no garage is attached. Clothes lines, if any, shall be located at rear of homes. Once construction has begun, it must be completed in no less than 12 months, and if not, the same shall be considered a nuisance under these restrictions. Foundations are to be split-face block, stone and/or brick.
3. MINIMUM DWELLING SIZE. No dwelling shall be permitted on any lot having, a ground floor area of the main structure exclusive of one-story open porches, breezeways and garages of not less than 1,000 square feet of living area and not less than 700 square feet of area on the ground floor of a dwelling of more than one story. Any ground floor area on a single level of less than 700 square feet on the first floor shall have prior approval of the Developers. For the

purpose of this provision, finished basements, the lower area of a split-level or split foyer or garage area shall not be included in computing the ground floor square footage area. It shall also be required that there shall be a minimum of 300 square feet on the second floor of any dwelling containing more than one story. Any deviation of these requirements must have prior approval from Developers.

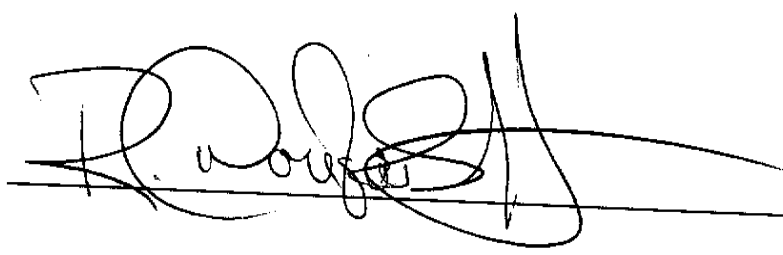
4. BUILDING LOCATION. Building location shall be as shown on the recorded Plat, and may be adjusted by the requirements of the City.
5. NUISANCES. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done on any Lot which may become an annoyance to the neighborhood. Dismantled or partially dismantled automobiles or the discarded appliances or junk left for more than seven (7) days shall be considered a nuisance, and any burned building not repaired or removed within sixty (60) days shall also be considered a nuisance. Parking of large commercial vehicles overnight upon the streets or in the driveways of the homes shall be considered a nuisance. Failure to pave the driveway from the road to the garage area within one (1) year shall be a nuisance.
6. TEMPORARY STRUCTURES. No structure of a temporary character of any type, including trailers; mobile homes, basements, tents, shacks, modular homes, garages, barns or the like, shall be used on any Lot at any time, either temporarily or permanently, for living quarters. There shall be no outbuildings of any type allowed on any Lot at any time, unless approved by Developers. Garages and/or utility rooms shall be attached to the residence proper. However, this does not preclude the construction of a swimming pool or outdoor fireplace of approximate ground level construction, but they shall comply with the setback lines specified on the recorded plat.
7. LIVESTOCK AND POULTRY. Except for cats, dogs and other household pets, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. At no time, shall any pets be kept, bred or maintained for commercial purposes.
8. SUBDIVISION OF LOTS. No Lot may be subdivided by any one so as to reduce its size. However, this provision does not preclude the building upon two or more lots, in which case said Lots shall be considered a single Lot for these restrictive conditions. No Lot shall be used for road purposes for access to adjacent land outside the subdivision.
9. PUBLIC UTILITIES. Subdivision Wastewater (sewer), water and electricity will be provided by Cleveland Utilities. No public telephone, sewer water or other public lines or services shall run into or across any Lot except through and along such easements. This Restriction does not apply to house service connecting lines which shall be placed underground from the street to each house. No overhead house service lines shall be allowed.
10. MAINTAINING OF CURBING AND STREETS. The owners of each Lot, particularly during construction, shall maintain and keep in good repair the curbing and streets adjacent to side Lot

and shall replace and repair the same which may be damaged by the owner his builders, agents or servants. After said construction, the owner shall continue to maintain the curbing and streets until such time as the maintenance of the same shall have been take over and fully accepted and maintained by the appropriate governmental authority. As a portion of the construction, driveways to dwellings shall be concrete and the same shall be done within one (1) year from the date of the beginning of construction of the home. All residents are required to have a driveway of such construction.

11. SPECIAL RADIO AND TV EQUIPMENT. There shall be no type of radio or equipment using airwaves by any residence which will interfere with the normal reception of radio and television or other appliances used or maintained in the Subdivision. No satellite reception dishes or other TV or radio or short wave antennas or disks shall be allowed unless placed to the rear of the residence on any Lot.
12. GARBARGE. All garbage, rubbish and like material shall be concealed by shrubs or materials used in the exterior construction of the dwelling so as not to be visible from the street, except when and upon the day of being picked up for disposal.
13. VACANT LOTS. The owners of all vacant Lots shall keep the same mowed and in a neat and orderly fashion. No construction materials shall be stored on any vacant Lot.
14. FENCES. No fences shall be permitted in the front or on either side of any building. Any fences shall be of new material and shall be to the rear of the dwelling proper.
15. EXTERIOR SIDING. All siding must be cement fiber board or vinyl and painted or factory colored so as to give finished appearance.
16. TERMS. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date of their recordation, after which time such covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the majority of the then owners of the Lots has been recorded changing said covenants in whole or in part. For the purposes of said vote, each original Lot shall have one (1) vote.
17. REMEDIES. Any violations by a single Lot owner 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 which injunctive or other type proceedings, such costs and attorneys fees are prescribed as liquidated damages; and shall also be liable for such other and incidental damages as may accrue. The remedies provided in the 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.

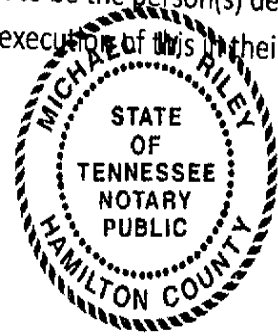
18. AMENDMENT. The undersigned sub divider may, for a period of ten (10) years following the recordation of these restrictions, amend or modify any provisions herein or add any additional restrictions or limitations or reduce the requirements as set forth herein for any Lots or Tracts without notice to any Lot owner or holder of interest therein.

Witness signatures this 14<sup>th</sup> day of April 2015

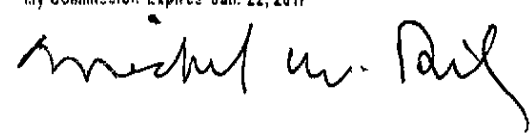
R. Douglas Saffles 

STATE OF TENNESSEE ) Before me personally appeared WhiteStone Development llc. by  
 COUNTY OF BRADLEY ) R. Douglas Saffles, to me known to be the person(s) described in and who  
 executed the foregoing instrument and acknowledged the execution of this in their free accordace.

My commission expires 1 - 22 - 17



My Commission Expires Jan. 22, 2017



BK/PG: 2295/943-946  
 15004292



4 PGS:AL-RESTRICTIONS	
RHONDA BATCH: 156934	
04/14/2015 - 02:28 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, BRADLEY COUNTY  
**DINA SWAFFORD**  
 REGISTER OF DEEDS