

Max To:

PREPARED BY:
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RESTRICTIONS FOR DEER RUN SUBDIVISION

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, PR Developments, being the owner and developer of land to be known as Deer Run Subdivision, a Plat of which is recorded in the Register's Office of Bradley County, Tennessee (ROBCT) in Plat Book 19 page 122 consisting of 17 Lots, have divided said property into lots, 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 SAID LOTS, the following special covenants and restrictive conditions which are hereby made covenants and restrictive conditions to run with the land, whether they be mentioned or referred to in subsequent conveyances or not; 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 violations as fully as if incorporated into and made a part of each conveyance in detail. Purchasers of lots shall acknowledge their receipt and understanding of these covenants and restrictions by signing Attachment A and returning it to the developer at the closing of the purchase.

1. LAND USE. All lots shall be used for residential purposes only. There shall be no business of any kind located upon any lot nor shall any business of any kind be operated out of any home. At no time shall any lot be used in whole or part as a street or right-of-way for any utility easements connecting from said street within the subdivision to any land outside the subdivision except with the express written and recorded approval of the developers, their heirs or assigns. ONCE CONSTRUCTION HAS BEGUN, IT SHALL BE COMPLETED IN NOT MORE THAN (TWELVE) 12 MONTHS without the written approval of the developers or, 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 foundation plan showing the location of the structure, shall have been approved by a committee designated by the developers, or then a property owners committee, should such committee be created. IT IS CLEARLY UNDERSTOOD AND THE PURCHASERS OF LOTS 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. The committee shall not be unreasonable in its demands. It is the intent of the architectural control committee to enhance the value of the subdivision.

3. BUILDING TYPE AND LOCATION. No structure shall be erected or maintained on any lot other than a detached single-family dwelling, not to exceed two stories in height and not more than one residence shall be permitted upon any one lot. All dwellings shall have at least a double car garage attached to the main dwelling. Before construction begins, the perimeter of the house to be constructed should be clearly marked or staked on the lot by the owner or builder and reviewed by the architectural committee. The intent of this requirement is to assure that all setback requirements have been met before construction begins and that the positioning of the house on the lot is consistent with other dwellings. Correction of any violation of any setback requirements is the sole responsibility of the lot owner.

All structures 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. There shall be no structures erected of a geodesic dome design or of any extremely unusual design without the express approval of the architectural control committee. All main roofs shall contain a pitch ratio of 7 to 12 or greater. All foundations shall be of materials approved by the architectural control committee. All retaining walls shall have a matching texture to the materials used on the foundation of the house or shall be finished with a stucco type of covering. No exposed, unfinished concrete blocks are permitted. The use of wood or solid vinyl windows shall be required unless waived by the architectural control committee. There shall be no metal, wire or chain-link fencing used. Wooden privacy fencing may be used so long as it is left to weather naturally. Such fencing shall not be placed forward of the heating and air conditioning units along the side of the dwelling. The design and placement of all fences shall be approved by the developer or the architectural control committee. Satellite dishes over 36 inches in diameter are prohibited upon all lots within said subdivision. Approved satellite dishes shall be concealed from street view as much as practical. Children's playground sets constructed of pressure-treated wood, cedar or redwood are preferred. Metal playground sets are permitted as long as they are painted and in good condition. All playground sets shall be located in the rear yard. All roofs shall be constructed with high

quality (25 yr. or better) fiberglass shingles. Outbuildings of similar material used in the construction of the home may be built behind the main structure subject to review by the architectural committee. The size of such outbuilding shall not exceed 150 square feet and the height shall not exceed 8 feet. Metal outbuildings are specifically prohibited. In order to preserve as much of the natural beauty of the subdivision site as practical, plans for site clearing must be reviewed with the developer before any clearing begins. No living trees that are greater than 10 inches in diameter and are located beyond 20 feet of the planned location of the residence may be cut without the express permission of the developer. The intent of this provision is to provide privacy between dwellings and not to restrict backyard usage.

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 on concrete with proper crowning and drainage and shall be installed within two (2) months after the initial occupancy of the dwelling. 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 to the developer's satisfaction the curbing and/or the streets that are damaged by himself, his builders, agents or servants. Unless specifically authorized by the developer, the concrete curbing adjacent to the driveway shall not be removed. The top of the driveway shall be the same height as the top of the concrete curbing where they meet.

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. The satisfactory adherence to the City of Cleveland regulations concerning handling of storm water runoff are the responsibility of the property owner. Should cleaning the street or adjacent lot be required because of failure to take proper precautions, the property owner shall be billed for any expenses incurred.

5. SUBDIVISION OF LOTS. No lot may be subdivided by anyone other than the original owners (developer) who shall have the authority to re-subdivide any lot, but in no event shall the re-subdivision of any lot contain less than the minimum square footage in the City Zoning Laws. 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 51% of its original lot size. Furthermore, this provision does not preclude the building upon two or more lots, in which case lots shall be considered one lot for all provisions of these Restrictions. Except by the original owners, no lot shall be divided for the purpose of creating a new or separate lot for building purposes, each division, except as made by the owners, shall be for the purpose of adding to an adjacent lot.

6. DWELLING SIZE. The architectural control committee shall strive to maintain a minimum living area of 1300 square feet in single level dwellings; dwellings of 1 and 1/2 or 2 stories shall have at least 800 square feet on the main level and at least 500 square feet on the next level.

7. UTILITY AND DRAINAGE EASEMENTS. There shall be imposed upon all interior lot lines a utility and drainage easements as provided on the registered plat of Deer Run. 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. The developer reserves the right, without liability, to remove trees along lot lines for installation of any type utility lines. Other easements shall be as shown on the recorded plat.

8. BUILDING SETBACK LINES. All structures shall be setback from the street right-of-way a minimum of 25 feet. All structures shall be at least 20 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 lines on one side of the structure and not less than 3 feet on the other side of the structure. A minimum of 13 feet separation is required between adjacent single story structures. 1 1/2 or 2 story structures shall be at least 12 feet from the property line on one side of the structure and not less than 3 feet on the other side. All structures shall be set back from all side streets rights-of-way a minimum of 20 feet.

9. TEMPORARY STRUCTURE OR MOBILE HOMES. No mobile homes, house trailers, tents, shacks, or other buildings of a temporary character shall be built 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 as temporary and is prohibited. A construction trailer shall be permitted on a lot while construction is in progress provided the trailer and its surroundings are maintained in an orderly manner.

10. ANIMALS. No animals, except household pets, shall be kept on said lots, and such animals shall not be kept or maintained for commercial purposes. All dogs and cats shall be maintained by lot owners in a fenced area or on a leash. Animals that cause a continuing disruption to the peace and tranquility of the subdivision shall be deemed a nuisance and shall be dealt with according to the appropriate statutes of the City of Cleveland.

11. 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 beside of said lots for a period exceeding one (1) week. Boats and trailers shall not be stored in the driveway or outside the residence. Furthermore, the leaving of vehicles upon the street, whether dismantled or otherwise, shall likewise constitute a nuisance per se. As a matter of course the routine parking of automobiles on the street is undesirable because such actions could impede access by emergency vehicles and also detracts from the appearance of the neighborhood. It is expected that residents will use their driveways and garages to park their vehicles. Driveways shall not be used for vehicle repair if such repairs cannot be completed within a 24-hour period. Any dismantled or derricked vehicles shall be stored in the garage. Also the non-removal for forty-five (45) days after occupancy of a dwelling of all building materials, such as block, bricks, lumber, etc. shall be a nuisance per se. Also, any dwelling which has been destroyed or damaged to any degree which is externally 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 36 inches in diameter shall be considered a nuisance per se. There shall be no type of equipment using air waves which may interfere with the normal reception of radio and television or other appliances, used or maintained in the subdivision.

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

13. 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 landowner, shall terminate upon the "final

approval" of the appropriate Municipal Planning Commission for this subdivision.

All garbage cans, trash can or bags and rubbish and like material shall be concealed in the rear yard of the house 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.

The owners of all vacant lots shall keep the same in a neat and orderly fashion. Failure to do so and upon subsequent notice by the developer, will result in the developer having the lot cleaned or mowed and the lot owner being billed for the charges. Failure to pay for such charges can result in a lien being filed against the property.

14. COMPLETION. 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 house and lot. This provision shall apply to any re-construction of any destroyed dwelling. This landscaping shall be completed under the terms of these restrictions. Upon completion of the house, the yard shall be seeded with a blended fescue turf grass mix such as REBEL II or comparable. Furthermore, each homeowner shall install at a minimum, shrubs and/or plantings along the front side of the dwelling. As an additional landscaping feature, each homeowner shall purchase and install a mailbox and post which shall be specified and supplied by the developer to be located on said lot. The homeowner will be charged only for the actual cost of purchasing and installing. The purpose of this clause is to create a uniform and pleasing look to all homes as well as to the subdivision as a whole. This landscaping shall be completed within 60 days from the date the Notice of completion is filed in the Courthouse and/or within 60 days from date of occupancy.

15. HOMEOWNERS ASSOCIATION. The Association may be constituted after the owner has transferred title to at least 13 lots provided a majority of lot owners desire to form the association. If approval by the majority is not obtained then the homeowners association will not be constituted until and unless such a majority votes for approval to constitute. A call for voting can occur no sooner than 6 months after the preceding vote. The homeowners association may also be terminated upon a majority vote. Every owner of a lot shall be a member of the Association. Each owner 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 votes 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 after notice is given to each lot owner. Such notice will be given no less than 30 days prior to the date of the meeting. The meeting is for the purpose of adopting a budget, determining an assessment for the following year, and to transact 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 lot owners. A 14-day notice to lot owners is required before the meeting is held.

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; and if necessary the filing of liens against owners to collect delinquent assessments;
- (c) To cover 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.

16. TERM. The covenants herein shall be binding upon all parties and persons claiming until them until October 1, 2026, 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 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.

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

18. 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 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 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 times of violation of said Restrictions. In the event suit is necessary to collect assessments, homeowners agree to pay.

WITNESS our signature this 28th day of March, 2006.

Winton R. Preston

PR Developments by Winton R. Preston

STATE OF TENNESSEE
COUNTY OF BRADLEY

Before me, Naomi Trimble, a Notary Public in and for the State and County aforesaid, personally appeared Winton R. Preston, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Managing Partner for PR Developments and that he as such managing partner, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as the managing partner.

WITNESS my hand and seal at office, this 28th day of March, 2006.

Naomi Trimble

My Commission expires: 6-22-09

Notary Public



Attachment A

PURCHASERS ACKNOWLEDGMENT OF RESTRICTIONS AND COVENANTS

I have read the above restrictions and covenants and agree to abide by them as a property owner in the Deer Run Subdivision. I am aware of the enforcement provisions of these restrictions and covenants.

_____ owner (s) of lot(s) # _____

_____ Date: _____

STATE OF TENNESSEE
COUNTY OF BRADLEY

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be owner of the lots referenced above, and that he as such owner, executed the foregoing instrument for the purposes therein contained by signing his/her name.

WITNESS my hand and seal at office, this the _____ day of _____

Notary Public

My Commission expires: _____

BK/PG: 1627/449-458
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BOOK	1627
PAGE	449
RECORDING	1627/449-458
BOOK	1627
PAGE	458
RECORDING	06005894
DATE	05/30/2007
TIME	01:31 PM
VALUE	
SUBSTANTIAL TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	8.00
NOTARY FEE	50.00
ENGINEER'S FEE	2.00
TOTAL AMOUNT	60.00

STATE OF TENNESSEE, BRADLEY COUNTY
RAYMOND STAFFORD
REGISTER OF DEEDS