

THIS RESTRICTIVE COVENANT PREPARED BY GINGER WILSON BUCHANAN,
ATTORNEY P.O. BOX 1083, CLEVELAND, TENNESSEE, 37364, 423-614-4035

*File
Lake Mantooth*

RESTRICTIVE COVENANTS OF DRY VALLEY POINTE

This Declaration of Restrictive Covenant is hereby made, published and declared this 30 day of June, 2005, by 4 Star, LLC (the "Developer") and declared on this 15 day of September 2005.

WITNESSETH:

WHEREAS, the Developer owns certain real property (the "Property") known as Dry Valley Pointe located in Bradley County, Tennessee, said real property being more particularly described in Book 1503, Page 153-154, and incorporated herein by reference; and

WHEREAS, the Developer intends to convey the Property into residential lots (the "Development") to be known as Dry Valley Pointe, a plot of which is recorded in Plat Book 19, Page 85, in the Register's office for Bradley County, Tennessee;

WHEREAS, it is for the interest, benefit and advantage of the Developer, the Developer and each and every person or entity that shall hereafter acquire any lot, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owners, the Developer and each and every subsequent owner of any of the Lots or portions of said, the Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the Developer except as may be amended as set forth herein.

1. **Land Use.** No Lot shall be used except for single family residential purposes. No business of any nature shall be conducted on any Lot, nor operated out of any home. Each Lot shall contain no more than one residential dwelling. No Lot or part of lot may be used as a street or utility right of way easement connecting the streets within subdivision to any land outside of subdivision, except by written consent of Developers.

2. **Resubdivision.** The recorded plan for the Development shall show the location, dimension and boundaries of each Lot. No Lot may be resubdivided nor its boundaries changed other than by Developer. This provision shall not preclude building upon two or more Lots, in which case said Lots shall be considered one Lot for those 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 another subdivision or utility easements of any kind which would be utilized to cross from this subdivision to another tract of land outside the subdivision, except with full consent of committee under section 2.

3. **Architectural Control.** The Architectural Control Committee shall be Lake Mantooth and Judy Mantooth so long as any one of Lots in said subdivision remain unsold, and so long thereafter as the Developers desire. It is clearly understood the acts of any one of the two shall bind the other with regard to Architectural Control. No building, solid fence, wall, or other structure shall be placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

The decision of the committee, or their successors in interest, shall be final. It is clearly understood that the Committee may require changes, not otherwise prohibited in these restrictions concerning size, designs, style, location, type of exterior, etc.

4. **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. All buildings shall be located to comply with the minimum setback requirements. An outbuilding may be erected or located to the rear of the main dwelling, but shall not be less than 10 feet from any property line. Setbacks shown on the recorded Plat shall be superior to this building setback if different. **HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY,** the front street setback line (the facing of the building) shall have a setback of not less than 25 feet. The setback shown on the Plat as to front setback is hereby superceded. If there is a conflict on the Plat, then 25 feet shall supercede the Plat setback.

All dwellings shall include a two-car garage attached to the building proper. Use of detached garages or basements as garages may be acceptable, but only with Committee approval under Paragraph 2.

There shall be no split level houses erected.

All structures including garages and outbuildings shall be constructed of new material, and unless of some brick, rock, 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.

There shall be no dwellings or buildings erected of stucco or of a geodetic dome design, or of any extremely unusual design without the approval of the Committee under Paragraph 2 above. It is intended for the roofs to contain a minimum pitch ratio of 6 to 12. All roofs must be previously approved by the Committee under Paragraph 2 above. Shingles must be of the three dimensional architectural type or other materials which is approved by the Architectural Control Committee. No residence shall be allowed to use standard three tab shingles or metal as its roof.

All foundations on all buildings, the home as well as any outbuildings, shall be of brick or mountain stone unless otherwise approved by the Committee under Paragraph 2 above. All fences must be of new material and kept in good condition at all times. There shall be no metal wire or chain link fencing allowed.

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

5. **Compliance with Building Codes and Zoning.** All buildings shall be built to a minimum standard as set by the Bradley County Building Inspections Department and Bradley County Zoning Resolution.

6. **Construction Completion.** Once construction has begun, the home shall be completed, in livable condition, within ten (10) months of the start; otherwise, it shall be considered a nuisance under these restrictions. Builders shall maintain Lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur. 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.

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, geotexture 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 new owner acknowledges that the original Developer has had a stormwater plan approved for the subdivision, and agrees that all actions by the new owner will be consistent with said stormwater plan. The new owner shall assume responsibility for such stormwater drainage, erosion, and sediment control related to the new owner's action or agents of new owner and shall hold harmless the Developer with respect to each.

The house location as well as the septic system 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 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.

7. Maintenance of Lots. Each owner shall keep his or her Lot and any structures thereon in good order and repair including but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of any structures, all in a manner and with such frequency as is consistent with good property management. The Lot shall be maintained in a neat and attractive condition both before, during and after the construction of any residence thereon. No debris or unsightly objects shall be moved onto or kept on any Lot; provided, however, that construction materials may be kept on any Lot during the period of construction thereon. No owner of any Lot shall modify any structure on his or her Lot by adding a room or rooms, changing the roof lines, adding decks, or making other material alterations in the exterior appearance of the structure without the express written approval of the Owner in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable. Each owner, in acquiring title to his or her respective Lot, acknowledges that the decor, color scheme, design and construction of any structure thereon, and any reconstruction, modification, or addition thereto, shall be selected and performed in such a manner as to be consistent and harmonious with other homes within the Development and agrees to maintain his or her respective Lot and structure in such a manner as to maintain and perpetrate the visual harmony within the Development. After construction is completed, the yard shall at all times be kept neat, attractive, mowed, and tended. Failure to do so is a nuisance. 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. In the event the Owner of a Lot fails to maintain the sight in a neat and orderly condition, the Developer, Committee, or Homeowner's Association may enter upon said sight without liability and proceed to put said sight into an orderly condition. Any such costs shall be billed to the Owner. If not paid within thirty (30) days of receipt of invoice said amount shall be a lien on the Lot until paid. Furthermore, the Owner shall be liable for the cost of enforcement including attorney's fees. The responsibilities of the Developer, other than as a Lot Owner, shall terminate upon final approval for the Subdivision of the Bradley County Planning Commission.

8. 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. After construction is completed, the driveway located upon the Lot shall be composed of concrete and no dirt, gravel, or hot mix asphalt driveways will be permitted or maintained after construction is complete. Said driveway shall be concreted within 90 days from the date of the filing of the Notice of Completion, which ever is first in time.

9. Septic Tanks. All homes not connected with public sewer lines shall be equipped and properly served by a septic system constructed in accordance with the requirements of the Tennessee Department of Health.

10. Water. No individual water supply system is permitted. However, individual systems may be installed for ponds, pools and the like. Such systems shall not be used for potable water.

11. Dwelling Size. The minimum square footage of living area of any residence erected in the development shall be exclusive of garages, carports, porches, basements, breezeways, and similar spaces. The minimum square footage for a single level building shall be 1700 square feet, and for a one and one-half story dwellings the minimum square footage shall be 2000 square feet, and for a two-story dwelling it shall have not less than 2300 square feet. Basements or any story under or partially underground shall not be computed in determining square footage. Split Foyers buildings are not permitted. Garages shall be for a minimum of two cars. 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 section 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.

12. Windows. All dwellings constructed in the Development shall have double-paned insulated windows of top quality whether wood-frame or vinyl. No aluminum windows shall be used.

13. **Street Dedication.** All streets on the Plat are hereby dedicated to the public use.

14. **Mobile Homes and Temporary Structures, Etc.** No house trailer, tent, shack, mobile home, pre-fabricated home nor modular home shall be erected on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwelling shall be moved onto any Lot. No structure of any kind except a dwelling house may be completed before occupancy, including landscaping. No residence shall be built on any Lot unless it conforms to and is in harmony with the existing structures in the Development. Also, prohibited is the partial construction, such as a basement, of a house and moving into same prior to full completion of entire house.

15. **Swimming Pools and Bathhouses.** Any swimming pools or bathhouses must be located to the rear of the residence. All swimming pools shall be fully below ground and enclosed for safety by a wall or fence on all sides. All bathhouses and the construction thereof must conform to and be in harmony with the existing structures and shall be subject to the Architectural Control Provisions contained herein, if such Provisions are still applicable. All fences and walls must blend with the house and must be kept neat, maintained and structurally sound.

16. **Antennae, Satellite Dishes, and Other Electronic Devices.** 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, and in all cases the satellite dish or TV antenna shall not be installed without the approval of the Committee, under Paragraph 2 above. There shall be no type radio or equipment using air waves which will interfere with the normal reception of radio and television of other appliances used or maintained in subdivision.

17. **Utilities.** All wiring, pipes, and similar lines that are to be run from the street to any particular Lots for gas, water, sewer, telephone, cable TV, electric or any other utility service shall be underground, if practicable.

18. **Garbage and Refuse Disposal; Utility Meters.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All garbage and rubbish and like materials 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. All owners or occupants shall subscribe to a garbage pick-up service.

19. **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 owner or agent.

20. **Nuisances.** No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The having or allowing of a tractor trailer or any trailers used or to be used as living quarters or having junk, such as appliances, shall constitute a nuisance per se. There shall be no exterior storage of any inoperable vehicle or dismantled vehicles.

21. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except for signs of reasonable size advertising (not to exceed five (5) square feet) the property for sale or rent or signs used by the Developer, or its designee, to advertise during the Developer's sales and construction period.

22. **Animals.** No animals of any kind shall be raised, bred or kept on any Lot. Dogs, cats, or other household pets may be kept in reasonable numbers for the pleasure of the occupants, provided they are not kept, bred or maintained for any commercial purpose. Pet control will be in accordance with county ordinances and enforcement shall be left to Bradley County/Cleveland animal control units.

23. **Holiday Decoration.** All holiday decorations used upon any Lot within the Subdivision shall be removed no later than thirty (30) days after said Holiday.

24. **On Street Parking.** There shall be no "on street" parking by anyone in said Subdivision on a regular basis.

25. **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 grills for barbeque grills, etc.

26. **Clothes Line.** There shall be no outdoor clothes line of any type upon any Lot within said Subdivision.

27. **Yard Sales and/or Moving Sales.** There shall be no more than two (2) yard sales or moving sales conducted upon any one Lot located within the Subdivision in any twelve (12) month period.

28. **Air Conditioning.** No window unit air conditioners are allowed. Zone units such as 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.

29. **Mailboxes.** All mailboxes and box posts, upon which they sit, shall be new when installed and of good quality. The same shall be maintained in good condition at all times.

30. **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.

31. **Motor Homes, Boats, 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 seven (7) 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, basement or to the rear of any residence and not be in the normal view from the street as much as is practical.

32. **Damage, Destruction or Maintenance.** In the event of damage or destruction to any structure within the Development, each respective Lot owner agrees as follows:

(a) In the event of total destruction, the owner of the particular Lot shall promptly clear the Lot of debris and level the same in a neat and orderly condition until such time as the owner may decide to commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be subject to approval by the Developer in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable.

(b) In the case of partial damage or destruction, the owner shall either demolish the structure and thereafter comply with the provisions of subsection (a) above, or the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first-class condition, subject to approval by the Developer in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days from the date of the insurance adjustment.

33. **Easements and Utilities.** Each of the Lots of the Development shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities as may be reserved or shown on the recorded Plat of the Development or in subsequent recorded resubdivisions thereof. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; provided, however, that no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each Lot line to the rear Lot line to any utility company having an installation or repair in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or public utility company is responsible. The owner of any Lot burdened by a drainage easement shall be required to keep easement open and clear for the flow of water over and through said drainage easement.

34. **Enforcement.** Any Lot owner or the Homeowner's Association may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefore, or both. In such event, the person, persons or entity violating or attempting to violate any such covenant or restriction shall be liable for the payment of all costs, reasonable attorney fees or both parties, all other expenses incident to such proceedings, as liquidated damages; and such remedies shall not be exclusive but shall be in addition to all other remedies allowed by law.

35. **Severability.** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this Declaration are declared to be severable.

36. **Amendment.** Anything contained herein to the contrary notwithstanding, the Owners reserve the right for the Owners, or the Developer, its successors and assigns, if the property has been conveyed to it by the Owners, to modify, release or amend all the covenants and restrictions contained herein until such time as Developer has sold all of the Lots; and thereafter this Declaration may be modified and amended by the vote of at least two-thirds percent (2/3) of the owners of all Lots then subject to this Declaration, each such Lot to carry one vote.

37. **Homeowner's Association.** The Homeowners shall be responsible for forming a Homeowner's Association for the maintenance of the subdivision sign and any common areas and for the expense of security lighting. Further, the Homeowners shall be responsible for the enforcement of the provisions of these Restrictive Covenant.

38. **No Reverter.** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed on the day and date first above written.

4 STAR, LLC

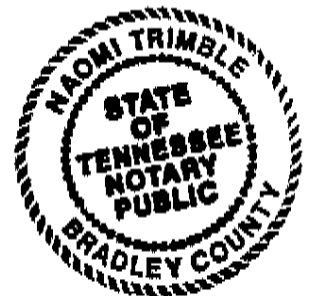
By: Lake Mantooth
Lake Mantooth, Chief Manager

STATE OF TENNESSEE:
COUNTY OF BRADLEY:

Personally appeared before me, the undersigned Notary Public, Lake Mantooth as the Chief Manager of 4 Star, LLC, and acknowledged that he executed the foregoing instrument on behalf of 4 Star, LLC, with full authority to do so and acknowledged the same as therein as his free act and deed this 15th day of Sept, 2005.

My Commission Expires: 6-22-09

Naomi Trimble
NOTARY PUBLIC



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BK/PG: 1573/620-625
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6 PGS : AL - RESTRICTIONS	
BOOKING BATCH: 19455	
09/15/2005 - 10:30 AM	
VALUE	
MESSAGE FEE	0.00
TRANSFER FEE	0.00
RECORDING FEE	0.00
DP FEE	30.00
REGISTER'S FEE	2.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, BRADLEY COUNTY
RAYMOND SWAFFORD
REGISTER OF DEEDS