

EXHIBIT "A"

1. There shall be no cutting of merchantable timber, except for underbrush and clearing for house site, driveway, yard and garden areas by purchasers of tracts for a period of five (5) years from date of purchase.
2. There shall be no accumulation of debris, refuse or trash; no placement or storage of junk; and no placement of non-operating vehicles on property.
3. Tracts shall be used for residential purposes only.
4. No alcoholic beverages shall be sold or stored for the purposes of sale on any portion of the property.
5. A home or cabin must contain at least one thousand (1,000) square feet, excluding porches. The exterior of any home or cabin must be completed within one (1) year from the commencement of construction.
6. Modular or mobile homes are permitted provided they:
 - a. are at least 48 ft. in length (single-wide).
 - b. contain at least 950 square feet living space (double-wide).
 - c. are underpinned.
 - d. have a front porch constructed of at least 6 ft. x 8 ft. (the construction of a front porch is not applicable to modular homes with a "built-in" porch).
 - e. Were constructed within five years of placement on a tract.
7. Camping is permitted on a temporary basis by the owner or by the owner's permission. Camping periods shall not consist of more than 14 days each. The interval between any two camping periods shall not be less than 30 days.
8. Tracts containing five (5) acres or less are limited to one residence per tract. Tracts containing more than (5) acres are limited to one (1) residence per five (5) acres.
9. No tract may be subdivided.
10. No building shall be placed closer than 100 ft. from the edge of any street right-of-way, except where such restriction creates an undue hardship upon the owner, the owner may obtain a waiver from the developer, so as to alleviate the hardship.
11. No building shall be placed closer than 40 ft. from any side or back lot line, except where such restriction creates an undue hardship upon the owner, the owner may obtain a waiver from the developer, so as to alleviate the hardship.
12. There is reserved a fifteen (15) foot utility easement along all roadways.
13. These restrictions shall constitute a servitude with the land.
14. In the event of a violation or breach of any of these restrictions by any person or entity, the subdivider or any owner of the tracts in the subdivision shall have the right to proceed in a Court of Law or Equity to compel compliance with the restrictions or to prevent their violation, or breach. In addition to the foregoing rights, the subdivider shall have the right whenever there shall have been built on any tract in the subdivision any structure which is in violation of these restrictions to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed as trespass. A party breaching any provision of these Restrictions, shall be liable for all costs, including attorney fees, incurred in their enforcement.
15. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court or any restriction herein contained shall not in any way effect any other restrictions but they shall remain in full force and effect.
16. Any of the restrictions herein contained may be altered, amended or canceled as to any tract upon the recording in the Public Records of Blount County, Tennessee of an instrument executed by CCS Joint Venture and all existing owners of tracts within the subdivision.
17. CCS Joint venture, its successors or assigns, may assign any and all of its rights, powers, and privileges under this instrument to any other corporation, association or person.
18. These restrictions shall apply to Gardner Place as recorded in Plat Book 1, Page 147, Register's Office, Blount County, Tennessee.