

1. Land Use and Building Type. No lot shall be used except for private, single family residential purposes. Outbuildings, guesthouses, garages and other structures must conform to the architectural style and materials of the primary dwelling.
2. Re-subdivision. Only Lots Number Two (2) and Ten(10) may be re-subdivided, and each of them may be re-subdivided only once, and each newly subdivided lot must contain a minimum of two acres, and must comply with all applicable zoning and subdivision regulations.
3. Architectural Control. No building fence, wall, pool or other structure shall

be erected, placed or altered on any lot until the construction plans and specifications of the structure have been approved by an architectural Control committee consisting of three persons which shall be appointed by the Developer, as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be proved as hereinbelow set forth:

- A. Duration. The Architectural Control Committee shall maintain architectural control for ten (10) years from the date of the recordation of this Declaration or until the sale by the Owner of, and the completion of construction of a residential dwelling on, each and every lot in the subdivision, whichever shall later occur, at which time the Architectural Control provisions contained in this Section 3 shall expire. Notwithstanding the foregoing, the Architectural Control Committee, at any time, may relinquish their right and any attendant obligations on them, to exercise architectural control as provided herein by executing and recording in the Register's office for Marion County, Tennessee, a notice of such relinquishment at which time the Architectural Control Provisions contained in this Section 3 shall expire. The initial Architectural Control Committee shall consist of Nancy H. Post, Joshua O. Dobson, and Louise Dobson. In the event of any vacancy on this committee, the remaining members and/or member shall appoint a necessary number of people so that the committee always consists of three persons; successors to the members of the original committee shall be lot owners within said subdivision. In the event that the committee is left with no member before the appointment of successor members, the Developer shall appoint the number of members necessary to fill the vacancies.
- B. Procedure. The Architectural control Committee's approval or disapproval as required in this Declaration shall be in writing. In the event the Architectural Control Committee fails to approve or disapprove, within thirty (30) days after plans and specifications have been submitted with a written request for such approval, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- C. Standards. For the purpose of assuring the maintenance of the lots as a neighborhood of high standards, the Owner hereby adopts the following standards for architectural control; the Architectural Control committee shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use inconsistent or not in harmony with the structure located upon other lots within the subdivision.

The provisions of this Section 3 are sometimes referred to as the "Architectural Control Provisions".

4. Dwelling Size and Roof Style. The minimum square footage of living area of any primary dwelling erected in said subdivision shall be eighteen hundred (1,800) square feet on the first and/or primary floor(s), as measured from exterior walls. Garages, carports, porches, basements and similar spaces shall be in addition to and not included in the above stated minimum square footage requirements. Outbuildings, garages, guesthouses, and other similar structures on the property shall conform to the architectural style and materials of the primary building, but may be

- less than the eighteen (1,800) square feet; however, in the event that the guesthouse and/or garage outbuilding is to be constructed prior to the construction of the primary dwelling, the said construction of the primary dwelling must begin within a two-year period following the commencement of the construction of said outbuilding. No building shall be constructed with a roof pitch of less than a 4 to 1 slope.
5. Building Location. Any building to be located on any lot shall comply with the minimum building setback lines as provided herein. For the purposes of this covenant, eaves, open porches, and decks shall be considered as a part of the building.
  6. Easements. Each of the lots in the subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities for a width of ten (10) feet along all lot lines. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; however, no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. If adjoining lots are owned by the same owner, this provision shall not apply to the interior lot lines as long as the lots are so owned.
  7. Structure Line. On Lots One (1), Two (2), Three (3), Four (4), Five (5), Nine (9) and Ten (10), no structure shall be constructed within fifty (50) feet of the front lot line, ten (10) feet of any side lot line, or within fifteen (15) feet of any lot rear line. On Lots Six (6), Seven (7) and Eight (8) no structure shall be constructed within one hundred (100) feet of any lot line; additionally, no fencing, no clearing with heavy equipment, and no cutting of trees of more than four (4) inches in diameter shall be done within the said one hundred (100) foot setback area. If adjoining lots are owned by one owner, these provisions shall not apply to the interior lot lines as long as the lots are so owned. On all other lots there shall be maintained a minimum fifty (50) foot setback for clearing with heavy equipment and for cutting of trees of more than four (4) inches in diameter.
  8. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both the State and local public health authorities. Approval of such system, as installed, shall be obtained from such authorities.
  9. Diligence in Completing Construction. Upon the commencement of construction of any building or other structure, the same shall be pursued to completion with due diligence, and no construction shall be abandoned or discontinued prior to completion for more than sixty (60) days. In any event, construction must be completed within nine (9) months of its commencement; however, the Architectural control Committee may grant an extension due to extenuating circumstances.
  10. Maintenance of Construction Site. 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 cleared with reasonable promptness by the contractor causing such to occur.
  11. Dwellings, Temporary Structures, Garages, and Outbuildings, Etc. No trailer, mobile home and/or double-wide mobile home shall be erected on or moved onto any lot, or used as a residence either temporarily or permanently. No structure of any kind except a dwelling house constructed on a lot shall be occupied as a permanent residence, and the

- outside of any building so occupied must be completed before occupancy.
12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
  13. Nuisance. No noxious, offensive or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
  14. Signs. No sign of any kind shall be displayed to the public view on any lot except for signs of reasonable size advertising the property for sale or rent. However, a contractor, bank or financial institution may maintain a business sign during the residential construction.
  15. Livestock and Poultry. No hogs, chickens, or other similar farm animals, except horses, may be kept on any lot. No animals of any kind can be kept, bred or maintained for commercial purposes, per se; however incidental and/or isolated sales are not to be considered as "commercial purposes", and an owner may keep and maintain other non-farm-type animals and/or household pets for his/her/their own use and enjoyment, so long as no nuisance is created.
  16. Covenant with Respect to Maintenance of Lot and Improvements. 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, where applicable, and the painting or other appropriate external care of all 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 and after the construction of any residence thereon. No debris or unsightly objects shall be moved onto or kept on any lot during a 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 Architectural Control Committee 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 manner as to be consistent and harmonious with other homes within said subdivision, and agrees to maintain his or her respective lot and structure in such a manner as to maintain and perpetuate the visual harmony within this subdivision.
  17. Damage, Destruction or Maintenance. In the event of damage or destruction to any structure within said subdivision, 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 Architectural Control committee 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 Architectural Control Committee in accordance with architectural Control Provisions contained herein, if such Provisions are still applicable. In no event shall damaged structure be left without restoration or reconstruction being commenced within sixty (60) days, and the completion thereof shall be attained within nine (9) months after commencement.

18. Enforcement. Any lot owner may enforce the covenants and restrictions contained herein by bringing an action 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 therefor, or both. In the event that person(s) bringing such action is successful the unsuccessful party (parties) shall be liable for all costs of the proceeding, including the successful party's (parties') reasonable attorney fee and such other trial costs as the court may allow (e.g. expert witness charges).
19. 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.
20. Right of First Refusal of Lot Number Nine (9). Lot Number Nine (9) will be held by the developer for a period of five (5) years from the date hereof. At the end of that period, the then-current Greenbriar Overlook Subdivision lot owners will have first right, in order of their acquisition of the lot then owned, to purchase said Lot Number Nine (9). The price shall be no greater than that established by a licensed appraiser selected by the developer. The lot owner having priority shall be provided written notice by the Developer of its offer to sell for the cash consideration established by the appraisal report which report shall be included with the notice. The said lot owner shall, within ten (10) days after date of said notice, notify Developer in writing of the exercise or refusal to exercise the right of first refusal. If said lot owner exercises the right of first refusal, the closing shall occur within thirty (30) days thereafter. If said lot owner fails to exercise the right of first refusal within this time frame, then said right shall automatically terminate, and Developer's Affidavit filed of record in the Register's Office of Marion County, Tennessee shall conclusively so establish.
21. Private Road within Greenbriar Overlook Subdivision. The roadway servicing said subdivision from Bolton Point Road (a county road), is privately owned and maintained, and each of the affected lots shall be conveyed subject to said easement and together with the right to use the easement for access and utilities to each of said lots. This easement area shall at all times remain unobstructed and open for access to said lot owners. It is specifically understood, however, that this easement is not a public roadway. The Developer shall be responsible for the maintenance of said roadway until all lots in the subdivision, except Lots Number Seven (7) and Nine (9) are sold. Thereafter, all lot owners within said subdivision, with the exception of the owner of Lot Number Seven (7), shall constitute an Owners' Committee which shall have the sole responsibility of maintaining said easement area and making all decisions in regard thereto. Each lot shall have one vote in Committee decision in all matters considered by the Committee, the vote of the majority shall be binding upon all lot owners.
22. Amendment. With the exception of covenants 19, 20, and 21 hereinabove, these Restrictive Covenants may be amended if agreed to

by a vote of two-thirds (2/3) majority of the owners of lots within said subdivision, with each such lot to carry one vote, to alter or amend these Restrictive covenants in whole or in part and evidenced by written agreement relative thereto duly recorded in the Register's office of Marion county, Tennessee.

23. Severability. Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction by judgment of 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 the Declaration are declared to be severable.

TO HAVE AND TO HOLD the said property unto the said grantees, their heirs and assigns, forever in fee simple.

WE COVENANT THAT we are lawfully seized and possessed of said real estate, that we have a good title thereto and a perfect right to convey the same and that the same is free, clear and unencumbered.

WE FURTHER COVENANT and bind ourselves, our heirs and assigns and personal representatives to forever warrant and defend the title to said real estate unto the said Grantees, their heirs and assigns forever, against the lawful claims of all persons whomsoever.

WITNESS my hand this \_\_\_\_ day of November, 2001.

SEQUATCHIE LAND COMPANY, LLC.

By: [Signature]  
Robert R. Thomas

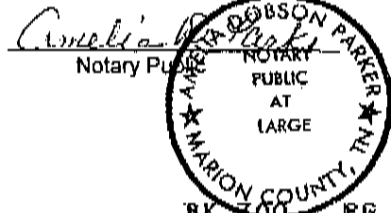
[Signature]  
Thomas Dobson

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE  
COUNTY OF Marion

Personally appeared before me Amelia D. Parker, a Notary Public duly elected and commissioned and qualified for the above State and County, the within named **ROBERT R. THOMAS**, with whom I am personally acquainted and who, upon oath, acknowledged himself to be an officer of Sequatchie Land Company, LLC. and that he as such officer executed the foregoing instrument for the purposes therein contained by signing in the capacity of President for Sequatchie Land Company, LLC.

Witness my hand and official seal at Jasper, Tennessee, this the 23 day of November, 2001.



My Commission Expires: Feb 2005

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE  
COUNTY OF Marion

Personally appeared before me Lindie D. Parker a Notary Public duly elected and commissioned and qualified for the above State and County, the within named **THOMAS DOBSON**, with whom I am personally acquainted and who, upon oath, acknowledged himself to be an officer of Sequatchie Land Company, LLC, and that he as such officer executed the foregoing instrument for the purposes therein contained by signing in the capacity of Vice President for Sequatchie Land Company, LLC.

Witness my hand and official seal at  Jasper , Tennessee, this the  25  day of November, 2001.

Lindie D. Parker  
Notary Public

My Commission Expires:  Feb. 2005

