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Prepared by Joe B. Goode, Attorney
Cleveland, Tennessee r

RESTRICTIONS) We, L. KENT BERRY and wife, SUSAN B. BERRY
: own real estate on Bates Pike which was
GREYSTONE) conveyed to us by Hoyt H. Fitzsimmons and
: wife in Deed Book 1450, page 859. Said
SUBDIVISION) Subdivision is to be called GREYSTONE
SUBDIVISION, a copy of which, at least as
to the original segment, is recorded in the Register's Office
for Bradley County, Tennessee (ROBCT) in Plat Book _____, page
_____. We are dividing the property into building lots. LOTS
1 THROUGH 7 ARE DUPLEX LOTS OR SINGLE FAMILY LOTS. LOT 8 WILL
BE RESTRICTED WHEN SOLD. LOTS 9 THROUGH THE REMAINDER OF THE
LOTS IN THE SUBDIVISION SHALL BE SINGLE FAMILY RESIDENTIAL USE
ONLY. It is our intent to create a residential community of
high standards, and which will be beneficial to all owners
within said Subdivision, and in order to do so, we are
declaring the following restrictive conditions upon said
Greystone Subdivision which shall run with the land whether
mentioned in subsequent deeds or not.

1. LAND USE. Except for Lot 8, all Lots shall be used
exclusively for residential purposes. Lots 1 through 7 may
have duplex houses or may have a single family residence. If
a single family residence is located upon Lots 1 through 7,
then that residence shall be obligated under all provisions
for single family residential buildings within these
restrictions. Lots 9 and higher shall be single family
residential lots and the residential restrictions herein shall
apply. At no time shall any business be operated out of any
residential property.

a. LAND OUTSIDE SUBDIVISION. No Lot or any part of
Lot may be used as a street or utility right-of-way
easement connecting the streets in this Subdivision to any
land outside the Subdivision, EXCEPT WITH THE EXPRESS
WRITTEN AND RECORDED APPROVAL OF THE DEVELOPERS OR THEIR
SUCCESSORS IN INTEREST.

2. HOMEOWNERS' ASSOCIATION. Lots 9 through the highest
number of Lots within the Subdivision shall belong to a
Homeowners' Association initially consisting of L. Kent Berry
and/or Susan B. Berry, and will at some point be transferred
to other parties within the Subdivision proper. There are
certain Federal, State and Local requirements as to detention
and retention ponds, and as to stormwater management. The
Homeowners' Association may be required to obtain title to any
such bodies of water or pond conveyed as a Lot or part of Lot
to a third-party. The Developers at some point may transfer
all of their interest in such detention or retention or
stormwater areas direct to the Homeowners' Association which
shall be responsible for the maintenance and upkeep of such
ponds. The upkeep and maintenance of such ponds shall be by

Mail
L. Kent Berry
PO. 4758
Clev. TN.
37320-4758

the people within the drainage basin of each such pond. This may include Lots 1 through 8 as well as 9 through the end of the lot numbers within the Subdivision. It should be clear that the levy shall be on an equitable basis against the lot owners affected by each such particular drainage basin. All such homeowners, except Lots 1 through 8, shall also be levied the cost for maintenance of street lights, walking areas if any, and such other activities which would benefit all of the homeowners in the Subdivision. The assessment for both the maintenance of the ponds or drainage areas by the people within the drainage basin, and the separate assessment for the other and general uses of the Homeowners' Association on an annual basis or more frequent if required.

a. STORMWATER. All owners of all Lots in said Subdivision must comply with MS4 Phase II Stormwater Management Program as required by the State of Tennessee.

b. DETENTION POND. A detention pond is one that confines or delays a run-off and it may be the obligation of the Homeowners' Association if transferred to said Association to maintain said Detention Pond.

c. RETENTION POND. A retention pond is to retain run-off waters and it may be the obligation of the Homeowners' Association if transferred to said Association to maintain said Retention Pond.

3. ARCHITECTURAL CONTROL. The Architectural Control Committee (Committee) shall be L. Kent Berry and/or Susan B. Berry so long as a majority of the Lots in said Subdivision remain unsold, or so long thereafter as the Developers desire.

a. PLANS. No construction shall be allowed on any lot until the plans and specifications which include a location of the structure shall have been approved by the Developers, or either of them, or by a property owners committee if such has been created.

b. CHANGES. It is clearly understood that the Committee may require any changes, not otherwise prohibited in these restrictions, concerning size, designs, style, location, type of exterior and so forth, with regard to the building. All dwellings shall have a minimum of a two-car garage attached to the building proper. Use of detached garages or basement garages may be acceptable, but only with the Committee's approval. At no time shall a garage be converted to living space without the addition of another two-car garage attached to the building proper. Garage doors visible from the street shall remain closed at all times except for cleaning and entering and leaving.

c. APPEAL. There shall be no appeal from the decision of the Committee. If there is a conflict, and it cannot be reconciled, then the only obligation of the original Developers, or their successors in interest, is to

repay the original purchase price, without interest and without payment of any other expenses. Improvements made by the purchaser before the conflict arose shall be expenses of the purchaser.

d. POSITIONING OF DWELLING. The location of the dwelling shall be as the Committee shall determine. Because of the size, shape or topography of the Lot, the location of each dwelling and its setback are critical. Therefore, no plans or specifications shall be approved without a surveyor's draft drawing showing the location of the proposed building.

4. BUILDING TYPE AND LOCATION. No structure shall be erected or maintained on Lots 9 and higher 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. As to Lots 1 through 7, duplexes may be located thereon. As to Lot 8, it is intended to be a business Lot.

a. OUTBUILDINGS. Outbuildings may be erected on any Lot to the rear of the main dwelling, but shall not be within 10 feet from any property line. Setbacks shown on the recorded Plat shall be superior to the building setback requirements of all buildings.

b. MATERIALS. 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. No dwellings or out buildings shall be of stucco or of a geodetic dome design, or of any extremely unusual design without the express approval by the Committee. Outbuildings shall be of the same materials as the home, and if the home is to be painted then the outbuildings must likewise be kept painted and maintained in all respects at all times.

c. ROOFS. All roofs on all buildings shall be covered with a first quality roofing material of either dimensional shingles or three-tab shingles made of asphalt or fiberglass of a minimum of 25-year duration. It is intended that except for duplex housing, all roofs shall contain a minimum pitch ratio of 7 to 12. Again, all roofs must be approved by the Committee, including duplexes.

d. FOUNDATIONS. All foundations on all buildings, shall be of brick or stone and they may be synthetic but only if the Committee agrees and allows the same to be used. "Foundations" in this paragraph shall mean any exposed area of any building below the first floor level.

e. FENCES. Fencing along the front or sides of any dwelling is prohibited. Fences, if erected, must be located in the back side of the house (opposite of the street). Except for chain-link fences, no other types of fences involving light-gauge metal or wire shall be allowed. In all conditions all fences shall be new and in good condition and shall be maintained in good condition.

f. FIREPLACE/CHIMNEY. Dwellings containing a fireplace and/or chimney of any kind that is visible on the exterior of the dwelling, shall be covered with brick or stone, unless otherwise approved in writing by the Committee.

g. SETBACKS. All buildings shall be controlled by the setbacks shown on the recorded Plat or Plats in this Subdivision. The Committee may require a greater setback.

h. SOUND BARRIER. The rear ten (10) feet or so of each Lot in said Subdivision, including the business Lot, must have trees and vegetation within said area to provide a visual and a sound barrier to the neighbors. Trees of 4" at the base diameter or larger must be maintained within said ten foot area. Where there are no currently existing trees, it is recommended and the Committee may require, that trees or plants shall be located within said area. These plants should vary in height, size, shape, leaf texture and color, as much as practical.

i. SATELLITE DISHES. Satellite dishes of more than 3 feet across are prohibited. Satellite dishes and TV antennas, if any, shall be in the back yard or on the back roof of the building and shall not be visible from the street. But in no case shall satellite dishes or TV antennas be erected without the approval of the Committee.

5. CONSTRUCTION COMPLETION. Once construction has begun, the home shall be completed, in livable condition, within ten (10) months from the beginning; otherwise, it shall be considered a nuisance under these restrictions.

a. SEPTIC SYSTEM. The house location and the location of the septic system and the adjacent areas affected shall be cleared of all trees, stumps and other debris, all of which shall be removed from the Lot prior to construction. Under no circumstances will a large pile of stumps, brush or other debris be allowed to remain upon any Lot during construction. Failure to remove within ten (10) days of creating shall be a nuisance.

b. LANDSCAPING. Upon completion 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 also apply

to any re-construction. The landscaping must be completed within 90 days after 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 ROECT, which ever is first in time shall be evidence of completion.

c. NEATNESS. The new Owner before and during construction, shall maintain the entire Lot and Lot area in an attractive condition. After construction is completed, the yard at all times must be kept neat, attractive, mowed and tended. Failure to do so is a nuisance.

d. VACANT LOTS. 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 Owner.

6. 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 constructed of concrete. No dirt or gravel driveways shall be permitted after construction is completed. Said driveway shall be paved prior to occupancy or within thirty (30) days from the date of the filing of the Notice of Completion, which ever is first in time. The Committee can give additional time to pave where weather or other conditions interfere.

7. SUBDIVISION OF LOTS. No Lot may be re-subdivided by anyone other than the original Developers who shall have that exclusive right. 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 70% of its original building size. Furthermore, this provision does not preclude the building upon two or more Lots, in which case said Lots shall be considered one Lot for these 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 under Paragraph 1.a. above.

8. DWELLING SIZE. The minimum square footage of living area shall be exclusive of basements, porches, breezeways, terraces, garages and the like.

a. SINGLE LEVELS. A single level building shall have at least 1400 square feet.

b. ONE AND ONE-HALF STORY. A one and one-half story dwelling shall have not less than 1500 square feet with a minimum of 950 square feet on the ground floor.

c. TWO STORY. A two-story dwelling shall have not less than 1600 square feet with 800 square feet on the ground floor.

d. BASEMENTS. Basements or any story to any building under or partially underground shall not be computed in determining square footage.

e. OTHER TYPE. Split level or split foyer houses or other unusual designs shall be considered on a case by case basis and must be approved by the Committee.

f. CONTROL. These provisions are not an absolute requirement, but are for guidance and control by the Committee.

9. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. 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.

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

12. SWIMMING POOLS. Above-ground swimming pools are prohibited. Any pool constructed shall be underground and shall be fully covered on all sides and must be located to the rear of the house and suitably fenced to blend with the house as approved by the Committee. The swimming pool shall conform to all setback requirements.

13. 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 himself, his builders, agents or servants.

14. SPECIAL RADIO EQUIPMENT. There shall be no type radio or equipment using air waves which will interfere with the normal reception of radio and television or other appliances used or maintained in the Subdivision.

15. WINDOWS. All dwellings constructed in this Subdivision shall have double-paned insulated windows of top quality whether wood-frame or vinyl. No aluminum windows shall be used. In all instances the windows shall have full wooden extension jams and trim on the interior, that is no drywall returns to window. In any event approval of the type windows used must be by the Committee.

16. UTILITIES AND DRAINAGE EASEMENTS. There shall be imposed upon all interior Lot lines a utility and drainage easement of 5 feet; and on the exterior of the Subdivision the drainage and utility easement will be 10 feet. There is also imposed upon the Lots a 15-foot utility easement along the street side. These drainage and utility easements shall be effective in all instances except where the recorded Plat calls for a greater distance or a different type easement.

17. TEMPORARY STRUCTURES OR MOBILE HOMES OR MODULAR HOMES. No mobile homes, house trailers, tents or shacks which shall all be considered temporary, nor shall any other building of a temporary character, be erected or moved onto any Lot within said Subdivision. Modular homes if they are not moved on wheels are permitted. No house built elsewhere shall be transported and installed on any Lot within this Subdivision. Also specifically prohibited is the partial construction, such as a basement, of a house and moving into the same prior to full completion of the entire house. All such structures shall be considered temporary and prohibited.

18. ANIMALS. No animals of any kind shall be raised, bred or kept on any Lot, except for dogs and cats provided that they are not kept, bred or maintained for commercial purposes. Not more than two pets are permitted on any one Lot. No animals shall be allowed to run free and must be confined by leash or fence to the property of the owner.

19. 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 and the Tennessee Department of Environment and Conservation.

20. NUISANCES. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done therein which will be or may become an annoyance to the neighborhood. The having or allowing of a tractor trailer or any trailers used or to be used as living quarters or junk, such as appliances, shall constitute a nuisance, per se. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise shall likewise constitute a nuisance, per se. 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. And if the dwelling has been damaged or destroyed and is not repaired or removed within six (6)

months, the same shall constitute a nuisance, per se. There are other nuisances specified in the various other paragraphs of these restrictions.

21. MOTOR HOMES, BOATS, CAMPING TRAILERS OR TRAVEL TRAILERS. No motor home, boat, boat trailer, travel trailer, camping trailer, or other similar trailers, whether motorized or not, shall be parked for longer than three (3) 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.

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

23. SUBDIVISION MAINTENANCE. Each Lot Owner, whether occupying the Lot or not, shall maintain the beauty and property values by keeping the area in a neat and attractive condition by mowing, trimming, etc. The responsibility of the Developers with regard to any Lot shall terminate upon the "final approval" of the appropriate Planning Commission as to the Subdivision proper.

24. HOLIDAY DECORATIONS. All holiday decorations used upon any Lot within the Subdivision shall be removed no later than 30 days after said holiday.

25. GARBAGE. 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. If the owner or occupant of the Lot does not subscribe to a commercial garbage pick-up service, then garbage shall be disposed of at least every two weeks. Garbage containers may be left overnight but not longer than 24 hours near the street. Compost piles are prohibited on all Lots.

26. CONSTRUCTION. All buildings must be built to a minimum standard as set by the Bradley County Building Inspections Department.

27. ON-STREET PARKING. There shall be no "on street" parking by anyone in said Subdivision on a regular basis.

28. 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, if at all. However, this does not preclude the use of propane gas for barbeque grills, etc.

29. OUTDOOR CLOTHES LINES. There shall be no outdoor clothes lines of any type upon any Lot within said Subdivision.

30. 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 month period.

31. AIR CONDITIONING. No window unit air conditioners are allowed. Zone units such as used by motels are allowed provided consent is given by the Committee, 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.

32. MAILBOXES. All mailboxes and box posts for any Lot within said Subdivision shall be of the same style, size and design. Colors may vary. Said mailboxes and posts which must be purchased by the Owner, may be obtained from the Subdivision Developer. The installation and maintenance of said mailboxes and posts shall be at the sole expense of the Owner of the Lot.

33. INVALIDATION. The invalidation of any one of these covenants or any word, phrase or clause of any one of these covenants by judgement, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.

34. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until 1 December 2024, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then Owners of said Lots shall agree to change such covenants in whole or in part. For the purpose of voting, each Lot as originally sold by the Developers shall have one (1) vote. Any changes shall be recorded in ROECT. This document may be changed by a majority vote of the then Owners after five (5) years from date.

35. ENFORCEMENT. In the event that any one or more of the foregoing restrictive conditions be violated by anyone, the party guilty of such violation shall be subject to and liable at the suit of any interested Owner within or without said Subdivision or any governmental authority, to be enjoined by proper process from such violation, and shall be liable for the payment of all costs, reasonable attorney fees of all parties, and all other expenses incident to such proceedings, which costs, attorney fees and other expenses are prescribed as liquidated damages; and such remedies shall not be exclusive but shall be in addition to all other remedies allowed by law.

THESE RESTRICTIONS ARE NOT MEANT TO AFFECT ANY OTHER
PROPERTY OWNED BY THE DEVELOPERS NOW OR IN THE FUTURE, WHETHER
ADJOINING OR NOT.

WITNESS our signatures this 18th day of January 2005.

LKB
L. Kent Berry

Susan B. Berry
Susan B. Berry

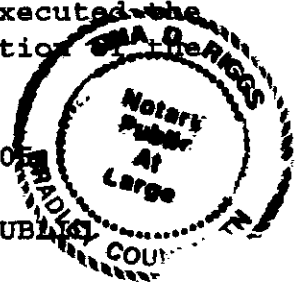
STATE OF TENNESSEE) Before me personally appeared L. KENT
COUNTY OF BRADLEY) BERRY and wife, SUSAN B. BERRY, to me
known to be the person(s) described in and who executed the
foregoing instrument, and acknowledged the execution of the
same as their free act and deed.

WITNESSED by me, this 18th day of January, 2005

Jina D. Riggs

NOTARY PUBLIC

My Commission Expires 4/12/2008



BK/PG:1501/358-367

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10 PGS : AL - RESTRICTIONS	
MISSY BATCH: 8053	
01/18/2005 - 09:20 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	50.00
OF FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	52.00

STATE OF TENNESSEE, BRADLEY COUNTY
RAYMOND SWAFFORD
REGISTER OF DEEDS