

DESIGN & CONSTRUCTION REGULATIONS FOR AUTUMN WIND

FOR A VALUABLE CONSIDERATION, the receipt of which is Hereby acknowledged, we, JACK HENDERSON and wife, JOAN HENDERSON of Bradley County, Tennessee, own land (in Deed Book 1272, pages 328 and only 49.8 acres of the 83.48 acres are being subdivided) upon which a Subdivision to be known as Autumn Wind (Lots 1 through 48 except Lot 37) a development, is to be created, a Plat of which is recorded in the Register's Office for Bradley County, Tennessee (ROBCT) in Plat Book 19; page 132. It is intended to create an upscale residential community of high standards, and in order to do so these restrictive conditions for the benefit of all owners or occupiers of said Lots within said Subdivision are being imposed thereon, and shall bind the present owners and all subsequent purchasers whether these restrictions be mentioned or not.

1. **PURPOSE.** The primary purpose of these Covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing, which is functionally convenient, which is capable of maintaining itself while retaining private control, and which provides for the ultimate ownership, operation and maintenance, through the Committee. The establishment of objective standards relating to design, size and location of dwellings makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason, such standards are not established hereby, but may be established by the Committee. These standards and this Declaration are consistent with and serve to complement applicable zoning ordinances. To implement these Covenants, the Committee as defined in Paragraph 3, shall establish and amend from time to time objective standards and guidelines which shall be in addition to, and perhaps more restrictive than, said governmental standards.
2. **LAND USE.** All Lots shall be used exclusively for single-family residential purposes. Unless further restricted in the deed or other document, the use of a portion of a Dwelling Unit as an office shall be permitted by the Review Committee unless such use creates a significant increase in customer or client traffic to and from the Dwelling Unit. No sign, symbol, logo or nameplate identifying a business or professional office may be affixed to or about the grounds or the entrance to the Dwelling Unit. The office may only be incidentally used for business or professional purpose. The Review Committee, after responding to a complaint by a neighboring Property Owner, may expressly request that the subject Dwelling not be used in whole or in part as an office. The use of a Dwelling Unit as a model or for Sales or operational purposes shall be limited to those granted written temporary permission for such use by the Review Committee in its sole discretion, and shall be deemed a use for residential purposes only for the period set forth in such permission.
No Lot or part of Lot may be used as a street or utility right-of-way easement connecting the streets within the subdivision to any land outside the

subdivision, EXCEPT WITH THE EXPRESS WRITTEN AND RECORDED APPROVAL OF THE DEVELOPERS.

3. **ARCHITECTURAL CONTROL.** The Architectural Control Committee shall be Jack Henderson or Joan Henderson, so long as any one of the Lots in Subdivision remain unsold, and so long thereafter as the Developers desire. IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE that the Architectural Control Committee may require any changes, not otherwise prohibited in these Covenants, concerning size, designs, style, location, type of exterior and so forth, with regard to the building. The decision of the Architectural Control Committee (Committee) or their successors in interest shall be final. However, as stated above, one of the two can make these decisions.

In order to preserve the beauty of Autumn Wind and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, no building, fence, landscaping, paving, lighting, wall, sign, swimming pool, tennis court, roof, exterior or other structure shall be erected, placed, added to, or altered and no trees or shrubs shall be cut or removed, and no grading shall be commenced until the proposed building plans, specifications (including height, color and composition of roof, siding or other exterior materials and finish), plot plan (showing the proposed location of such building or structure, drives and parking areas), landscape plan, drainage plan, and construction schedule shall have been submitted and approved in writing as hereinafter provided.

A complete materials package should consist of two (2) copies of house plans, site plan; lot staked for house placement, materials samples, a complete landscape plan, and your deposit check(s). If any portion of the package is missing, the review committee will not look at the plan until the package is complete.

Two (2) copies of all plans and related data shall be furnished the Review Committee. One (1) copy shall be retained in the records of the Review Committee. The other copy shall be returned to the Property Owner marked "approved" or "disapproved." The Review Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review. The Committee shall have a minimum of Thirty (30) days to review submitted plans. The Review Committee shall have the right to increase this amount not more than once and not in excess of ten percent (10%) in any subsequent twelve (12) month period. Approvals shall be dated and shall not be effective for construction commenced more than twelve months after such approval unless a different expiration time is specifically stated in the approval. Disapproved plans and related data shall

be accompanied by a reasonable statement of items found unacceptable. Refusal of approved plans; location or specification may be based by the Review Committee upon any ground which is consistent with the objectives of these Covenants, including purely aesthetic considerations, so long as such ground is not arbitrary and capricious.

No approval of plans, location or specification, and no publication or architectural standards bulletin shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. The Committee shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these Covenants not for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with approved plans and does hereby, by acceptance of title to property subject to these Covenants, agree to hold the Review Committee harmless for any failure thereof caused by the Owner's architect or builder. The Review Committee reserves the right to prohibit the Owner's builder and/or general contractor from going to or upon the site in the event it is determined that failure to comply with approved plans is intentional or due to gross negligence under the above-mentioned circumstances. The Owner hereby agrees that the exercise of these rights shall not constitute a denial of Owner's property rights and shall not give rise to a cause of action for damages by the Owner.

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 Front setbacks are as follows: No structure shall be located on any one of the said residential building plots nearer than 25 feet to the front line of the street bounding same, or nearer than 10 feet to any side line. Houses must face Autumn Wind Drive.

All homes shall include a two-car garage attached to the building proper. All residences having a main level garage must finish the interior walls of the garage not including basement garage. Detached carports are not permitted.

All homes shall be constructed of new material and use of some brick, stone or other non-fading materials, and be maintained in good condition at all times. You are encouraged to use more brick and stone of the façade of the home. No aluminum siding. Only premium quality vinyl siding will be considered and must be submitted to the committee for review as stated in Paragraph 3. Acceptable exterior materials include brick, stone, hardy plank, stucco. The committee under Paragraph 3 must approve all exterior materials in writing.

There shall be no dwellings erected of a geodetic dome design, or any extremely unusual design without the expressed approval of the Committee under Paragraph 3 above. All roofs on all homes shall be covered with a first quality roofing material. It is intended for all roofs to contain a pitch ratio of 8/12 to 12/12. The Committee under Paragraph 3 above must approve all roofs. Architectural style roofing shingles shall be used. Skylights shall be flat and mounted only on the rear sloop of the roof. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown the Developer may make exceptions as to the placement of such roof stacks and plumbing vents. All dwelling must have gutters and downspouts.

The entire foundation of all homes shall be brick or stone with no exposed block, concrete or plastered foundations. This requirement as to foundations shall include all front porch foundations, and they too shall be constructed of brick or stone. The front façade of the house must be at least 25% either brick or stone.

Back porches, decks, or patios must be a minimum 10x12. Patios should generally be located in Rear yards; however, Front and Side Yard locations will be evaluated according to their individual merits. Decks and terraces should be designed to be an extension of the architecture and provide a transition from the house to the yard and/or garden.

There shall be no fences along the front or sides of any dwelling. Fences if any are to be located upon said property, shall be from the back corners of the house and backward therefrom. Such fences may be of wood or similar type product but cannot be of light-gauge metal or chain link or wire type fencing unless otherwise approved in writing by the Committee under Paragraph 3 above. In any event all fences shall be new and in good condition and shall be maintained in good condition, painted or stained and sealed to match the home. Fences should not exceed (6) feet in height.

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, or stone, unless otherwise approved in writing by the Committee under Paragraph 3 above.

Satellite dishes of widths of more than 3 feet across are prohibited. All satellite dishes and any TV antenna 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 3 above.

All future electric/telephone lines shall be underground.

5. **CONSTRUCTION COMPLETION.** Construction must begin within 90 days of purchase of land for contractors. Once the footing of any dwelling is poured, construction must progress continuously (with allowances for weather conditions, labor conditions and availability of materials) until the building is fully completed. Construction must be completed within ten (10) months after commencement. Otherwise it shall be considered a nuisance under these restrictions. Any request to extend the dates set out in this section will be considered on a case-by-case basis.

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, geotextile 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.

Daily clean up of the construction site is mandatory. All construction trash and debris shall be stored in a commercial container. Such container shall be emptied at least once per week. Such container shall be situated on the lot so as not to interfere with normal traffic flows. All trash, debris and soil "runoff" which finds its way to any streets or ingress/egress points shall be removed daily. It is essential that all lots for homes under construction be kept free of trash, debris and other leftover construction materials at all times. Debris may not be burned on the lot.

Chemical toilets shall be provided by the contractor beginning no later than the first day any work activity begins on the lot. Such toilets are to be placed in an obscure area as possible. Chemical toilets are to be maintained in a sanitary condition at all times.

Every continual effort shall be made by the contractor and sub-contractors to control dust, noise and odor emitted from any construction site. The contractor will be responsible for watering or screening dust problem areas as well as controlling noise and offensive odors from the lot. Measures taken to manage this potential shall be consistent with accepted industry standards.

Perhaps the most important aspect of a successful site plan, the planting budget is money well spent to increase the value and appeal of your new home. Landscape improvements are suggested to be 2 to 3 percent of total home and lot costs, with a minimum of 1% required. This provision shall apply to any re-construction of any destroyed dwelling. The landscaping shall be completed within 60 days from the completion of the dwelling. However,

prior to the occupancy of the residence, the front yards of all lots must be sodded or sown in grass of a variety and in a matter approved by the Developers. The Developers may approve prior occupancy if weather conditions prohibit sodding or sowing. 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.

After purchase of Lot, the new Owner is responsible before and during construction to maintain the entire Lot area in an attractive condition. 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 the vacant Lot so long as it is vacant at the cost of the Owners.

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 along Autumn Wind Drive. Temporary driveway must be level with Autumn Wind Drive or above blacktop to prevent damage to road. After construction is completed, all driveways shall be constructed of concrete unless some other surface is approved in advance in writing by the Developers and shall be completed with the initial occupancy of the dwelling. Asphalt surface is not acceptable.
7. **SUBDIVISION OF LOTS.** No Lots may be re-subdivided by anyone other than the original Developers who shall have that exclusive right. However, this does not preclude the additional portion of a Lot to another Lot so long as the Lot from which the portion is taken contains at least 80% 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 with the full consent and written approval of the committee under Paragraph 3 above.
8. **DWELLING SIZE.** The minimum square footage of living area shall be exclusive of porches, breezeways, terraces, basements, garages and the like. The Committee shall strive to maintain a minimum square footage of 1800 square feet of living space for a single level residence. One and a half story residence 2000 square feet, and a Two-story residence shall be built to a

minimum of 2200 square feet of living space, with a minimum of 1200 square feet on the first floor. These square footages shall be of "finished" rooms within the dwelling. Split foyer home are not permitted. Split-level houses shall be considered on a case-by-case basis and may be approved by the Committee under Paragraph 3 above. Garages shall be for a minimum of two cars. It is clearly understood by all parties that these provisions (of this Article 8) 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. See Paragraph 3 above.

9. **SIGNS** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising property for sale, or signs used by a builder to advertise the property during the construction and sales period.
10. **MAILBOXES**. All mailboxes must conform to the uniform specifications of the Developer. Each owner shall maintain the lights, if any on said mailboxes on his or her property.
11. **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.
12. **WATER SUPPLY SYSTEM**. No individual water supply system is permitted.
13. **SWIMMING POOLS**. Aboveground swimming pools are prohibited. Any pool constructed shall be underground and must be located to the rear of the house and suitably fenced to blend with the house as approved by the committee under Paragraph 3 above. The swimming pool shall conform to all setback requirements.
14. **MAINTENANCE OF PROPERTY**. Each Lot shall be landscaped and the Owner is required to maintain the Lot in a neat and attractive condition and the yard trimmed as well as all bushes or trees.
15. **SPECIAL RADIO EQUIPMENT**. There shall be no type of 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.
16. **WINDOWS**. All dwellings constructed in this Subdivision shall have double-paned insulated windows of top quality whether wood-frame or vinyl. No aluminum or steel windows shall be used.
17. **HOUSE TRAILERS**. No single-wide trailers, double-wide house trailers, tents or shacks, campers or motor homes shall be considered temporary, nor

shall any other buildings of a temporary character, be erected or moved onto any Lot within said Subdivision. All such listed homes are prohibited. 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 are prohibited. The use of a construction trailer may be allowed on a lot while the actual construction is being carried out. However, the trailer will not be placed within fifteen (15) feet of the front line.

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. Any animal's behavior shall not be allowed to constitute a nuisance to other owners in the subdivision.
19. **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 thirty (30) 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 three (3) months, the same shall constitute a nuisance, per se. There are other nuisances specified in the various other paragraphs of these covenants. It is intended for each dwelling if painted, to be painted in a subdued and unobtrusive color. Bright colors such as neon or anything that would be an eye sore to a neighbor are prohibited.
20. **BOATS, BIKES & ATV'S**. Any boat, recreational vehicles, motorcycles, motorbikes, all terrain vehicles and the like must be parked in an enclosed area, and shall not be visible from the roads and street within any portion of Autumn Wind. No vehicle of any kind shall be stored on any Lot.
21. **SOUND DEVICES**. No exterior speaker, horn, whistle, bell, or other sound device which is unreasonably loud or annoying except security devices used exclusively for security purposes, shall be located, used, or placed upon lands within Autumn Wind. The playing of loud music within a Dwelling Unit or other structure or from the balcony thereof shall be noxious and offensive behavior constituting a nuisance.
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 sale of each said Lot.
24. **HOLIDAY DECORATIONS AND DECORATIVE FEATURES.** All holiday decorations used upon any Lot within the Subdivision shall be removed no later than 30 days after said holiday. Decorative features such as sculptures, birdbaths, fountains, or other decorative embellishments visible from any street must be approved by the committee. Swing sets and similar outdoor play structures and equipment are discouraged, but may be allowed in the back yard only. All tree houses are prohibited.
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. No burning of trash or rubbish shall be permitted. Sanitary, capped containers are required.
26. **CONSTRUCTION.** All homes must be built to a minimum standard as set by Bradley County Tennessee Building Inspections Department.
27. **ON STREET PARKING.** There shall be no "on street" parking by anyone in said Subdivision on a regular basis. All construction employee and equipment parking will be restricted so as not to interfere with the free passage of traffic through the site
28. **PROPANE TANKS.** There shall be no aboveground propane tanks and/or fuel tanks or any other type. All such tanks shall be underground and shall be serviceable from a driveway and the said tank shall be away from the street. Only the Committee in Paragraph 3 above shall waive any deviation from these conditions, if at all. However, this does not preclude the use of propane gas for portable barbeque grills.
29. **OUTDOOR CLOTHES LINES.** There shall be no outdoor clotheslines of any type upon any lot within said Subdivision. No laundry shall be hung outside from any type of device for such purposes or hung on any porch or deck railing.
30. **HUNTING AND FIREARMS.** Hunting and trapping of animals, fowl and game is prohibited, and the discharge of firearms or bows and arrows for any purpose shall be prohibited.

31. **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.
32. **TREE REMOVAL.** No trees, bushes, or underbrush of any kind four (4) inches or more in diameter at a point four (4) feet above ground level may be removed without written approval of the Committee. All trees requested for removal must be flagged for approval. Approval for the removal of trees located within ten (10) feet of the main dwelling will substantially decrease the beauty of the affected portion of the Property. The Committee reserves the right to have specimen trees preserved and site planning provide for their retention.
33. **VACANT LOTS.** Unused and/or vacant Lots are not to be trespassed upon for any reason. However the Developer is permitted by these Covenants to correct, repair, clean, preserved, clean out or do any action on the property of any Owner, or on the easement areas adjacent thereto entering the property and taking such action shall not be deemed a trespass.
34. **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 under Paragraph 3, 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.
35. **OPEN BURNING.** Outside or open burning of trash, refuse, or other materials on any portion of the Property by an Owner is strictly prohibited. A breach of this restriction shall be deemed a noxious and offensive activity constituting a nuisance. The only exception is: burning of small kindling only is permitted in a 55. gallon drum for a hand fire to keep workers warm between Nov 1st and March 1st.
36. **UNSIGHTLY CONDITIONS.** It is the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkept condition of buildings or grounds on his property either before, during or after construction, not to permit accumulations which shall tend to substantially decrease the beauty of the community in that specific area or as a whole.
37. **AMENDMENTS.** The partnership shall for a period of 10 years following the recordation of these restrictions, and be allowed to amend or modify any paragraphs herein or add any additional restrictions or limitations, or reduce the requirements set forth herein for any Lot without notice to any owner or holders of any interest in any Lots within said Subdivision. The parties agree that either party of the two shall be allowed to amend, and sign the

amendment. The Developer may amend these restrictions at his or her discretion as long as the Developer still owns the majority of the Lots.

38. **INVALIDATION.** The invalidation of any one of these covenants or any word, phrase or clause of any one of these covenants by judgment, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.
39. **TERM.** The covenants herein shall be binding upon all parties and all persons claiming under them until 1 June 2026, 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 the Register's Office for Bradley County, Tennessee. This document may be changed by a majority vote of the then Owners after five (5) years from date of the Restrictions.
40. **REINFORCEMENT.** 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 both 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.
41. **HOMEOWNERS ASSOCIATION.** Will be set up.

WITNESS our signatures this _____ day of _____ 2006

Jack Henderson

Joan Henderson

(STATE OF TENNESSEE, COUNTY OF BRADLEY)

Before me personally appeared JACK HENDERSON AND WIFE,
JOAN HENDERSON, 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 _____ day of _____

NOTARY PUBLIC

My commission Expires _____