

Prepared by: ✓

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Mail
to:

**RESTRICTIONS
BENWOOD SUBDIVISION
PHASE IV**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, BENWOOD DEVELOPMENT, LLC, a Limited Liability Company, composed of Samuel G. Feehrer and Ben D. Callaway, as the members, being the owner of the land known as BENWOOD SUBDIVISION, PHASE IV, a Plat of which is recorded in the Register's Office for Bradley County, Tennessee, in Plat Book 14, page 52, has divided said property into building lots and/or tracts, and in standards of property values therein, for the benefit of all purchasers, owners, or holders of lots or tracts within said subdivision, the following special covenants and restrictive conditions are hereby made covenants and restrictive conditions to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or tracts, or portions thereof; and all conveyances within said subdivision shall be accepted subject to said special covenants and restrictive conditions and to the penalties hereinafter provided for their violation or attempted violation as fully as if incorporated into and made a part of each conveyance in detail.

1. LAND USE. All lots or tracts shall be used for residential purposes only (no apartments or duplexes). No structure shall be erected, altered, placed or permitted to remain on any Site other than one (1) detached single family dwelling, with attached garage, which must be for a minimum of one (1) car. With the Developer's or the Committee's prior written approval, detached garages, carports or outbuildings may be permitted. There shall be no business of any kind located upon any lot or tract, nor shall any business of any kind be operated out of any home. No panel, commercial or tractor trucks shall be habitually parked in driveways or overnight on streets in front of any of the Sites. At no time shall any lot or tract be used in whole or part as a street or right of way or for any utility easement connecting from said street within the subdivision with any land outside the subdivision, except with the express written and recorded approval of the Developer, its successors or assigns.

2. ARCHITECTURAL CONTROL. No construction of any building shall begin until the plans and specifications and a plan showing the location of the structure shall have been approved by Benwood Development, or by an Architectural Review Committee if such shall have been created. IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE that the Architectural

Review Committee may require any changes, not otherwise prohibited in these restrictions, concerning size, design, style, location, type of exterior, etc., with regard to the building. The decision of Benwood Development or its successor in interest, or the Committee if such shall have been appointed, shall be final. Where the conflict cannot be reconciled, Benwood Development or its successors in interest, shall, upon demand of the original purchaser, refund, without interest and without payment of any charges, the principal amount originally paid to Benwood Development for the lot in conflict.

3. 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. If an outbuilding is approved, its location must be approved by the Architectural Review Committee.

All structures including garages and outbuildings shall be constructed of new materials, and shall be of the same materials as the main house, and unless of brick or rock or of some non-fading material, the same shall be painted and maintained in a good condition at all times.

There shall be no dwellings or buildings erected of stucco or of a geodesic dome design, A-frames, or of any extremely unusual design without the express approval of the Developer, its successors and/or assigns. There shall be no artificial or manmade stone or brick materials used at any point on any lot or tract. All roofs on all buildings shall be covered with a high quality roofing material of either Atlas Weathered Wood or Tamco Weathered Wood, unless the subdivision developer shall approve a different material. All roofs shall contain a minimum pitch ratio of 7 to 12. All foundations on all buildings, including but not limited to garages and outbuildings, shall be of brick, mountain stone or split face block unless otherwise approved by the Developer, its successors and/or assigns. Siding materials shall be either horizontal wood, vinyl, stone, brick, stone or masonite. Vertical siding must specifically be approved by the Developer or Committee. Any other exterior material shall be specifically approved by the Developer or the Committee. In any event if horizontal boards are used, not over (8) inches of each board may be exposed to weather. In addition, any wood siding that is used must be stained or painted with a color that is approved by the Developer or Committee (no natural finish on cedar, etc.). There shall be no metal, wire, or chain link fencing in front of any dwellings (either along the side or front boundaries). However, fences which are architecturally consistent with the overall plan in the Development will be encouraged, but fence plans and materials must be approved by the Developer or the Committee. All fences to the rear of the building shall be of new materials and kept in a good condition at all times. If chain link fence or compatible is used, its location must be approved by Developer or Committee and must be a color coated fencing only. (color to be approved by Developer or Committee)

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, mountain stone, stone or siding, unless otherwise approved by the Developer, its successors and/or assigns.

Dwellings shall be set back from the street as provided for on the recorded Plat of this subdivision.

4. COMPLETION. Once construction has begun, all residences shall be completed in not more than ten (10) months, otherwise it shall be considered a nuisance under the terms of these restrictions.

5. LANDSCAPING. Upon completion of the construction of the main dwelling, the contractor of each lot or tract, in this subdivision shall expend for landscaping a minimum of \$1,000.00 with the exclusion of

final seeding or sod. This provision shall apply to any re-construction of any destroyed dwelling. This landscaping shall be completed under the terms of these Restrictions. All landscaping shall conform to the following standards: final landscaping plans for all initial construction shall be approved by the Developer or by the Architectural Review Committee before any dwelling is occupied. In all events, within sixty (60) days after final inspection by the Building Inspector, all of the yard visible from the street must be planted and landscaped in accord with approved plans unless a delay is approved in writing by the Developer or the Architectural Review Committee. The minimum \$1,000.00 cost as quoted in this paragraph shall be adjusted upward after two (2) years from the date of the recording of this document so as to keep up with inflation on a percent basis. NO playground equipment or yard ornaments such as fake animals, windmills or any ornament of any kind shall be allowed to be placed in any front yard unless otherwise approved by the Developer or the Committee.

6. DRIVEWAYS DURING CONSTRUCTION. Before any construction is begun, a temporary driveway with at least crusher-run stone thereon shall be installed and said drive 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 a suitable hard surfaced material, made of concrete of a minimum width of twelve (12) feet being composed of river sand material. If a secondary driveway is constructed the width may be narrowed to a minimum of (10) ten feet if approved by the developer or committee. There shall be no direct or gravel driveways permitted or maintained after construction is complete. Said driveway shall be concreted/ completed within thirty (30) days after initial occupancy of the dwelling or within thirty (30) days from the date of the filing of the Notice of Completion, whichever is first to occur.

7. SUBDIVISION OF LOTS OR TRACTS. No lot or tract may be subdivided by anyone other than the original developer who shall have the authority to resubdivide any lot or tract. 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 51% of its original lot 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 this provision. No lot or tract shall be divided for the purpose of adding to an adjacent tract of land. There shall be no utility station of any sort located on any lot unless as otherwise approved by the Developer.

8. SIDEWALKS. The owner of each lot must, at the time the home is constructed, build a 48-inch wide sidewalk along the street side of the lot. The sidewalk must be designated as to location by the Developer. The sidewalk shall tie into the walk on the adjoining lots, if previously constructed, and be compatible with the remainder of the sidewalks in the subdivision as to size and materials. All sidewalks shall be level across its forty-eight inches (48") width and shall be at the same elevation as the top of the curb. Each lot owner shall be responsible for maintaining the sidewalk in front of their house. All sidewalks shall be constructed of river sand material. Said sidewalk construction shall be complete within thirty (30) days after initial occupancy of the dwelling, or within thirty (30) days from the date of the filing of Notice of Completion whichever is first to occur.

9. DWELLING SIZE. The minimum square footage of living area of each single-level dwelling, exclusive of basements, porches, breezeways, terraces, garages, etc., shall be 1,200 square feet; and any one and one-half story dwelling shall contain not less than 1,300 square feet with a minimum of 750 square feet of heated and cooled space on the first floor. Any two-story dwellings shall contain not less than 1,300 square feet with a minimum of 600 square feet of heated and cooled space on the first floor. The square footage of

any split-level or other non-designated dwelling shall contain a minimum foundation footage for heated and cooled finished area on the main or ground floor of 38 feet by 24 feet. Garages with openings concealed from the street shall be desired; however, the Developer or the Architectural Review Committee as appointed by the Developer, under Paragraph 2 above, or its successors or assigns, may permit different locations. Garage doors that face the street upon which the Dwelling Unit fronts need to be of the raised panel design - any other design must be approved by the Developer. Garage doors may not be allowed to stand open for an extended period of time. Under no circumstances shall there be any dwelling erected for the purpose of housing servants, i.e., there shall be no servants quarters located on any lot or tract. The decisions of the Developer, its successor in interest, or the Architectural Review Committee, as applicable, and as set forth in Paragraph 2 above, shall use the conditions in this paragraph as a guide: it is clearly understood that these are not mandatory under the architectural control provisions.

10. SIGNS. No sign of any kind shall be displayed to the public view from any Site without the prior written consent of the Developer or the Committee with the exception of advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period. If such a sign is used the sign shall not be more than five (5) square feet in size.

11. DRILLING. No oil drilling, oil development operation or refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, etc., be permitted upon any lot.

12. WATER SUPPLY SYSTEM. No individual water supply system shall be permitted on any lot, unless such system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of both State and local health authorities, and approved by the Subdivision Developer, his heirs and/or assigns. Approval of such system as installed shall be obtained from such authority as well as the Developer of the subdivision, and/or his heirs and assigns.

13. SWIMMING POOLS. No above ground swimming pools shall be permitted. Any pool constructed shall be fully covered on all sides so that it is only exposed at the top and must be located to the rear of the house or suitably fenced to blend with the house as approved by the Architectural Review Committee. The swimming pool shall conform to the side yard setback requirements as set out in these restrictions unless all abutting landowners waive, in writing, this requirement.

14. 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/or the streets that are damaged by himself, his builders, agents or servants.

15. 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.

16. WINDOWS. All dwellings constructed in this subdivision shall have high quality double-paned insulated windows but must be a minimum of high quality aluminum prefinished windows. There shall be no aluminum finished windows used in this subdivision. All windows should be of top quality and shall be approved in all cases by the Subdivision Developer, its successors and/or assigns.

17. UTILITY AND DRAINAGE EASEMENTS. There shall be imposed upon all interior lot or tract lines a utility and drainage easement as shown on the recorded plat. ALL UTILITY WIRES FROM STREET TO BUILDINGS UPON EACH LOT OR TRACT SHALL BE BURIED. There shall be no exposed service connecting wires for electricity, telephone or otherwise, from streets to any structure, nor from any other point to any structure.

18. TEMPORARY STRUCTURE OR MOBILE HOMES. No mobile homes, double wides, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot or tract within said Development. Specifically prohibited is the partial construction such as a basement of a house and moving prior to the full completion of said house. Such structure shall be considered temporary and prohibited. Temporary construction trailers will be permitted on site during the period of construction only by written approval from the Developer or Committee.

19. ANIMALS. No animals, livestock or poultry of any kind, or swine of any kind, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. However, there shall be no more than three (3) such pets allowed on any one lot. Pet owners shall also muzzle any pet which consistently barks. If the barking persists, the pet owner shall have the pet removed from the development.

20. SEPTIC TANKS. All dwelling houses not connected with public sewer lines shall be equipped and properly served by a septic tank constructed in accordance with the requirements of the State Board of Health.

21. NUISANCES. No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The having or allowing of trailers, junk, such as stoves, 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 for ninety (90) days after occupancy of a dwelling of all building material, such as block, bricks, lumber, etc., from street view shall be a nuisance, per se. Also, any dwelling which has been destroyed or damaged to any degree which is externally visible shall be repaired or removed within six (6) months from such destruction or damage: the failure to do so shall be a nuisance, per se. Satellite dishes and visible antennas are permitted subject to the following conditions: any and all satellite dishes located on any lot or tract within said Subdivision shall not be visible from the street and must be located in the rear yard and must be of a black mesh type or as otherwise approved by the Developer, its successors and/or assigns. All antennas must be of high quality and must be approved by the Developer, its successors and/or assigns. The Developer reserves the right to remove dangerous or dead trees, briars, weeds, vines, etc., from any vacant lot so long as it is vacant.

22. MOTOR HOMES, BOATS, CAMPING TRAILERS OR 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 a three (3) day time limit in any driveway in front of a structure or in the front yard of, or to the side of, any dwelling, nor on any vacant lot so as to be exposed to the street. Such vehicle or trailer shall be parked in a garage, basement or to the rear of any residence so as to be out of the normal view from any street within the subdivision.

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

24. SUBDIVISION MAINTENANCE. To maintain the beauty and property values, each lot or tract owner shall be responsible for keeping his entire land area in a neat and attractive condition by mowing, trimming, as well as having leaves, broken limbs, dead trees, and other debris removed when needed. Tree limbs, rocks and other debris must be kept out of the streets. In the event that an Owner of a Site in the Development fails, of his own volition, to maintain his Site in a neat and orderly condition, the Developer or the Committee may enter upon said Site without liability and proceed to put said Site into an orderly condition, billing the cost of such work to the Owner. If not paid within thirty (30) days of the receipt of the invoice, said amount shall be a lien on the Site until paid. The Owner shall be liable for the costs of enforcement, including attorney's fees. All Owners in the Development are requested to keep cars, trucks and delivery trucks off the curbs of the streets. Developer's responsibility, other than as landowner, shall terminate upon the "final approval" of the appropriate Planning Commission, as to the subdivision proper.

25. EXTERIOR MAINTENANCE. The maintenance of Dwelling Units, Sites and the improvements constructed thereon shall be the duty of the Owners of such Dwelling Units or Sites (except where specifically provided otherwise) and shall not normally be interfered with by the Committee or any person. If, however, in the opinion of the Committee, any Owner shall fail to maintain his Dwelling Unit or Site in a manner which is reasonably neat and orderly or shall fail to keep Improvements constructed thereon in a state of repair so as not to be unsightly, the Committee at its discretion, and following ten (10) days written notice to the Owner, may enter upon and make or cause to be made repairs to such Improvements and perform such maintenance on the Dwelling Unit or Site such as, but not limited to, the removal of trash, cutting of grass, pruning of shrubbery, and seeding for erosion control, including such work on unimproved Sites. The Committee or its agents shall have an easement for the purpose of accomplishing the foregoing. The costs incurred by the Committee in rendering all such services plus a service charge of twenty percent (20%) of such costs, shall be added to and become a part of such other assessments to which such Site is subject.

26. HOLIDAY DECORATIONS. All Christmas decorations used upon any lot or within the Subdivision boundaries must be and shall be taken down by no later than 15 February of each successive year.

27. CONSTRUCTION. All buildings must be built to a minimum of the Southern Building Code.

28. PAINTING/CHANGES. The Developer, its successors and/or assigns, or the Architectural Review Committee, must approve all exterior colors as to all dwellings, including houses and outbuildings. Furthermore, the Developer, its successors and/or assigns, or the Architectural Review Committee shall be provided a copy of plans and specifications prior to the beginning of construction of any dwelling and/or outbuilding showing any and all exterior changes to be marked in red or some other real defined color to show said changes.

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

30. TANKS AND GARBAGE RECEPTACLES. There shall be no above ground propane tanks and/or fuel tanks of any form located above the ground upon any lot within said Subdivision. All garbage arid

trash containers must be placed in enclosed areas of the rear or side yard and must not be visible from adjoining Sites, houses or from any street. When garbage or trash containers are placed on the curbs for pick-up, the containers shall be in carriers or otherwise "dog-proofed" so that dogs cannot get into the containers.

31. MAILBOXES. The Developer and/or Architectural Review Committee shall select a type of mailbox and each mailbox shall be constructed, painted, maintained and installed by each owner. The Developer can change selections from time to time.

32. LAWN CARE. All unimproved Sites not under construction and improved Sites must be kept fully seeded with grass and regularly cut from the street curb back to the tree line. (i.e. at least once every two (2) weeks during the growing season.) All grass must be mowed below a height of six inches (6"). All front yards to the extent visible from the street shall be seeded or combination of grass and mulch beds.

33. NO WINDOW AIR CONDITIONERS OR IN-WALL UNITS. No window air conditioners or in-wall air conditioners or heaters shall be permitted.

34. 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 Sites within the Development. The playing of loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.

35. LAUNDRY. NO Owner, guest, or tenant, shall hang laundry from any area within or outside a dwelling residence if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony or terrace railings. This provision may, however, be temporarily waived by the Developer or the Committee during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

36. TREE REMOVAL. No trees or shrubs shall be removed prior to obtaining approval of plans as set forth in Section 2. The majority of the trees may not be removed from any Site except in the area of the Site upon which the house and driveway are to be constructed. Except for view enhancement, excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will detract from the beauty of the Development.

37. SUBDIVISION SIGN. There shall be a Subdivision sign built and installed by the Subdivision Developer within twelve (12) months from the date of the Phase IV Restrictions. After twenty-four (24) months, all lot owners in the Subdivision (all phases) shall be responsible for forming a homeowners group and/or association and said lot owners shall be equally responsible for the maintenance and upkeep of the Subdivision sign. The Subdivision Developer shall have no further responsibility with regard to the sign after twenty-four (24) months from the date of the recording of the Phase IV Restrictions.

38. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until 1 November 2020, 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 lots or tracts within said development it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot or tract as originally sold by developer, shall have one vote.

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

40. ENFORCEMENT. In the event that any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of such violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lots or tracts or of the then constituted public authorities to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings, which costs and attorney fees are prescribed as liquidated damage; and shall also be liable for such other and additional damage as may accrue. The remedies provided in this paragraph shall not be exclusive, but shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said restrictions.

THESE RESTRICTIONS SHALL BE BINDING ONLY UPON THE LOTS AND TRACTS SHOWN ON THE AFOREMENTIONED PLAT. THESE RESTRICTIONS ARE NOT MEANT TO AFFECT NOR INTENDED TO AFFECT ANY OTHER LANDS) WHETHER ADJOINING OR OTHERWISE OWNED NOW OR IN THE FUTURE BY THE OWNER/DEVELOPER OF BENWOOD SUBDIVISION.

41. ARCHITECTURAL REVIEW COMMITTEE. After all lots in Benwood Subdivision, Phase IV have been sold, it shall be the responsibility of the lot owners of said Benwood Subdivision, all phases, to form or maintain an Architectural Review Committee to enforce the restrictions as set out herein. Furthermore, the developers of Benwood Subdivision, Phase IV shall have a right to be voting members of the Architectural Review Committee for so long as the developers shall choose to be members of said committee.

42. HOMEOWNER'S ASSOCIATION MEMBERSHIP AND PLAYGROUND AREA. Notwithstanding anything contained herein to the contrary, all owners of Benwood Subdivision Phase IV, shall be required to be members of and by their acceptance of any deed to any Lot in Benwood Subdivision Phase IV, the owners of said Lot agree for themselves, their heirs and/or assigns to become members of the Homeowners Association when said Association is formed. The parties understand and agree that the area as shown on the recorded Plat of Benwood Subdivision Phase IV (playground area) shall be the complete responsibility of the Homeowner's Association in all respects including but not limited to maintenance, upkeep and real property taxes. The owners further understand and agree that once the Homeowner's Association is formed that the developers of Benwood Subdivision Phase IV shall deed said playground area to the Homeowner's Association. The parties understand and agree that Homeowner's Association shall be formed after the majority of Lots in Benwood Subdivision Phase IV have been sold or at the sole discretion of the subdivision developer. There shall be a monthly or annual fee charged to all Homeowner's Association members for maintenance, upkeep, and/or real property taxes and/or any other items that the association shall deem necessary and/or appropriate.

WITNESS our signatures this _____ day of _____, 2001.

BENWOOD DEVELOPMENT, LLC,
a Limited Liability Company,
COMPOSED of:

Samuel G. Feehrer
Samuel G. Feehrer, Member

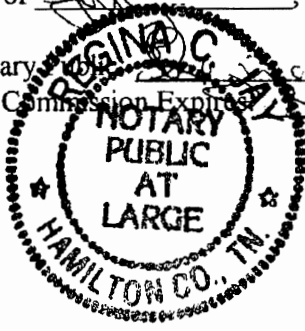
Ben D. Callaway
Ben D. Callaway, Member
by his Attorney in Fact,
Samuel G. Feehrer

STATE OF TENNESSEE
COUNTY OF BRADLEY

Before me personally appeared SAMUEL G. FEEHRER and BEN D. CALLAWAY, by his Attorney in Fact, Samuel G. Feehrer, to me known (or satisfactorily proved to me) to be Members of BENWOOD DEVELOPMENT LLC, a Limited Liability Company, the within named bargainor, and that as such Members, on behalf of said Company executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company as such Members.

WITNESSED by me, this 6
day of July, 2001.

Notary [Signature]
My Commission Expires 12-19-02



State of Tennessee, County of BRADLEY
Received for record the 06 day of
JULY 2001 at 11:05 AM. (RECH 78125)
Recorded in official records
Book 1126 pages 690- 698
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 47.00, Total \$ 47.00,
Register of Deeds HERMAN ODELL SWAFFORD
Deputy Register DINA SWAFFORD