

**RESTRICTIONS
OF
KINGS COVE
SUBDIVISION PHASE I**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **SUSAN B. BUTLER**, of Bradley County, Tennessee, owns the land known as **LOTS ONE (1) - EIGHTEEN (18) OF KINGS COVE SUBDIVISION PHASE I**, a Plat of which is recorded in Plat Book 29, Page 123 - 124,

in the Register's Office for Bradley County, Tennessee (ROBCT), and being property as shown in warranty deed recorded in Book 2220, Page 657, have divided said property into building lots. The Owners are the Developers. They intend to create a residential community of high standards, and in order to do so, they have added these restrictive conditions for the benefit of all owners or occupiers of said Lots within said Subdivision, and said restrictive conditions are hereby made to run with the land and shall be binding upon all subsequent purchasers or owners of Lots whether or not these restrictive conditions are mentioned or referred to in any subsequent conveyances.

1. LAND USE. All Lots shall be used exclusively for residential purposes. No business of any kind shall be located within said Subdivision nor shall any business of any kind be operated out of any home. No Lot or part of Lot may be used as a street or utility right-of-way easement connecting the streets within 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. ARCHITECTURAL CONTROL. The Architectural Control Committee shall be in existence so long as any one of the Lots in said Subdivision remain unsold, and so long thereafter as the Developers desire.

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 the Developers, or either of them or by a property owners committee if such shall have been created. IT IS CLEARLY UNDERSTOOD PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE that the Architectural Control 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. The decision of the Architectural Control Committee (Committee) or their successors in interest, shall be final.

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 and no more than one residence shall be permitted upon any one Lot. Outbuildings may be erected or located upon any lot so long as it is new construction and is approved by the Developer. Setbacks shown on the recorded Plat shall be superior to this building setback if different. HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY contained in this paragraph, due to the size, shape and topography of these lots, the location and/ or positioning of each dwelling unit is critical to the overall success of the subdivision. Therefore, no structure shall be erected on any lot until a surveyed plot showing the planned structure and its relationship to all existing structures is reviewed and approved by the developer and/ or the architectural control committee if one has been formed.

All structures 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 under Paragraph 2.

There shall be no dwellings or buildings erected of stucco or of a geodetic dome design, or of any extremely unusual design without the express approval of the Committee under Paragraph 2 above. All roofs on all buildings shall be covered with a first quality roofing material of either dimensional shingles made of asphalt or fiberglass of a minimum of 25-year duration. It is intended for the roofs to contain a minimum pitch ratio of 10 to 12. All roofs must be approved by the Committee under Paragraph 2 above. A covered porch may be allowed but design must be approved by Developer. Furthermore, all vertical siding shall be approved by Developer.

All foundations on all homes shall be of brick or mountain stone unless otherwise approved by the Committee under Paragraph 2 above. Siding materials shall be horizontal brick, stone, or concrete board product. Each residence, not including the foundation must be stone, manufactured stone, brick or concrete board product.

No fences will be allowed on any lot without the prior written consent of the Developer or the Architectural Review Committee. All proposed fences must be submitted to the Developer or the Architectural Review Committee showing materials, design, height and location.

All dwellings containing a fireplace and/or chimney of any kind that is visible from the street of this subdivision on the exterior of the dwelling, shall be covered with brick, stone, or cement siding unless otherwise approved in writing by the Committee under Paragraph 2 above.

Dwellings shall be setback from the street as provided on the recorded Plat of this Subdivision.

4. LANDSCAPING. Upon completion of the construction of the main dwelling, the owners of each lot or tract in this Subdivision shall expend for landscaping a minimum of one percent (1%) of the total cost of the land and buildings. This provision shall apply to any re-construction of any damaged or destroyed dwelling. This landscaping shall be completed within 90 days from the date of the filing of the notice of completion, or from the date of the initial occupancy of the dwelling, whichever is the first to occur.

5. SATELLITE DISHES AND VISIBLE ANTENNAS. 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. However, if due to the landscape of the lot reception is not accessible, the Developer may authorize placement of said satellite dish to accommodate reception. All antennas must be of high quality and must be approved by the Developer, its successors and/or assigns. Satellite dishes shall not exceed 42 inches in diameter.

6. SOLAR PANEL. Solar panel location site must be approved by the Developer.

7. CONSTRUCTION COMPLETION. Once construction has begun, the home shall be completed, in livable condition, within twelve (12) months of the start; otherwise, it shall be considered a nuisance under these restrictions.

The house location as well as any adjacent areas affected thereby shall be cleared of all trees, stumps and other debris, all of which shall be removed from the Lot prior to any construction.

Upon completion of the construction of the main dwelling, the Owner of each Lot shall expend for landscaping (which shall not include the yard seeding and/ or yard preparation) a minimum of one (1) percent of the total cost of the land and buildings. This provision shall apply to any re-construction of any destroyed dwelling. The landscaping shall be completed within 90 days from 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 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 any vacant Lot so long as it is vacant at the cost of the Owners.

8. 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 composed of concrete and no dirt, asphalt or gravel driveways will be permitted or maintained after construction is complete. Said driveway shall be concreted prior to occupancy of the dwelling.

9. 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 with the full consent and written approval of the Committee under Paragraph 2 above.

10. DWELLING SIZE. The minimum square footage of living area shall be exclusive of basements, porches, breezeways, terraces, garages and the like. The minimum square footage for a single level building shall be 1500 square feet, and for a one and one-half story dwelling the minimum square footage shall be 1850 square feet with a minimum of 1400 square feet on the ground floor. Basements or any story under or partially underground shall not be computed in determining square footage.

Additionally, a bonus room is considered single story. Split foyer buildings are not permitted. Split level houses shall be considered on a case by case basis and may be approved by the Committee under Paragraph 2 above. Garages shall be for a minimum of two cars. Garage doors visible from the street shall remain closed at all times except for cleaning and entering and leaving. It is clearly understood by all parties that these provisions (of this Article 7) 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 2 above.

11. 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 signs used by a builder to advertise the property during the construction and sales period.

12. 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.

13. WATER SUPPLY SYSTEM. All water shall be supplied by the public utility company. No individual water supply system is permitted.

14. NATURAL GAS. It is understood and agreed upon by the purchaser that any and all homes constructed in Kings Cove Subdivision will be required to use the Natural Gas that is provided in this subdivision for the power source for appliances as named: heat pump, dryer, cooktop and oven, range, furnace for heating and cooling, and water heater. While some exceptions may be made, it is understood and agreed that all exceptions must be approved by Developer.

15. 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 under Paragraph 2 above. The swimming pool shall conform to all setback requirements.

16. 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. All parties understand and agree that it shall also be the lot owner's responsibility to keep all streets in the subdivision clean and free of debris. The owners understand and agree that in the event that the streets become messy due to the negligence of the owner or the owner's agents and/ or employees or those working on the owner's property; then the owner shall be responsible for the clean up or to reimburse the costs of clean up of the street. This charge may be levied by the developer and in the event the owner fails or refuses to pay, the developer has the right to institute collection proceedings against the lot owner. In the event sidewalks are installed, it shall be the responsibility of each individual lot owner to maintain the sidewalk.

17. 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.

18. WINDOWS. Materials to be used in windows and glass doors must be approved by the Developer or the Architectural Review Committee. Metal windows are not permitted, nor are aluminum awnings permitted.

19. UTILITIES AND DRAINAGE EASEMENTS. There shall be imposed upon all Lot lines drainage and/ or utility easements as well as stormwater maintenance requirements as set out and as shown on the recorded plat.

20. TEMPORARY STRUCTURES OR MOBILE HOMES OR MODULAR HOMES. No mobile home, modular home, house trailers, tents or shacks which shall all be considered temporary, nor shall any other buildings of a temporary character, be erected or moved onto any Lot within said 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.

21. 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.

22. 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.

23. 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 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.

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

25. 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.

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

27. 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.

28. CONSTRUCTION. All buildings must be built to a minimum standard as set by the City of Cleveland Building Inspections Department.

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

30. FLAG POLES. It shall be permissible for each residence located within the subdivision to have a single flag pole attached to the residence structure and may only fly a single American flag. No other flags shall be permissible.

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

32. 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.

33. AIR CONDITIONING. There shall be no window unit air conditioners allowed on any lot within the subdivision. All central heating and air conditioning systems should be located to the side or rear of the house.

34. MAILBOXES. All mailboxes for any Lot within said Subdivision shall be of a same or similar style, size and design for both the mailbox container and the post holding the mailbox container. All mailbox style, size, shape and design shall be approved by the Subdivision Developer prior to construction of the mailbox receptacle. The mailbox installation and maintenance shall be at the sole cost and expense of the Owner of the Lot.

35. 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.

36. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until 1 September 2025, 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.

37. ARCHITECTURAL REVIEW COMMITTEE. After all lots in KINGS COVE SUBDIVISION PHASE I have been sold, it shall be the responsibility of the lot owners of said Subdivision and all phases of said subdivision to form or maintain an Architectural Review Committee to enforce the restrictions as set out herein. Furthermore, the Developers of KINGS COVE SUBDIVISION PHASE I 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.

38. HOMEOWNER'S ASSOCIATION MEMBERSHIP. Notwithstanding anything contained herein to the contrary, all owners of lots in KINGS COVE SUBDIVISION PHASE I shall be required to be members of and by their acceptance of any deed to any lot in KINGS COVE SUBDIVISION PHASE I, 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 lot owners understand and agree that it shall be the Association's responsibility to maintain any common areas as shown on the subdivision plat and to maintain the sign.

The owners understand and agree that the Homeowners Association shall be formed after the majority of lots in KINGS COVE SUBDIVISION have been sold or at the sole discretion of the subdivision developer. There shall be a monthly and/ or annual fee charged to all Homeowners Association Members/ Lot Owners for maintenance/ upkeep and/ or real property taxes and/ or any other items that the association shall deem necessary or appropriate.

39. AMENDMENTS. The Developer shall, for a period of ten (10) years following recording of these Restrictions, be allowed to amend or modify any paragraph herein or add additional restrictions or limitations or reduce the requirements set forth herein on any lot without notice to any owner(s) or holder(s) of any interest in any lots within said subdivision.

40. 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, 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.

WITNESS my signature this _____ day of _____, 2015.

Susan B. Butler

STATE OF TENNESSEE)
COUNTY OF BRADLEY)

Personally appeared before me, the notary named below, **Susan B. Butler**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____