

Professional Title

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Prepared By: 4 STAR, LLC, P.O. Box 765, Charleston, TN 37310

### **RESTRICTIONS FOR FALCON CREST**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, 4 STAR, LLC, a Tennessee Limited Liability Company (its successors and/or assigns, hereinafter collectively referred to as "Developer"), is the owner of certain real estate conveyed to it by deed recorded in 1724, page 292, in the Register's Office of Bradley County, Tennessee, which it has developed into a subdivision known as FALCON CREST, PHASE 1, as shown by plat of record in Plat Book 25, page 22, in the Register's Office of Bradley County, Tennessee. Developer has divided said property into building lots and/or tracts, and in order to develop, protect and maintain a desirable community and high standards of property values therein, and for the benefit of all purchasers, owners, or holders of lots or tracts within said subdivision the following special covenants and restrictive conditions to run with the land, whether or not they be mentioned or referred to in subsequent conveyances or 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. 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. 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 WRITTEN AND RECORDED APPROVAL OF DEVELOPER.

2. **ARCHITECTURAL CONTROL.** No construction of any building shall begin until the plans and specifications and a plat showing the location of the structure shall have been approved by Developer or one or more persons designated by them, or by a property owners' or architectural committee (hereinafter referred to herein as the "Committee"), if such shall have been created. IT IS CLEARLY UNDERSTOOD, AND PURCHASERS OF LOTS OR TRACTS IN THIS SUBDIVISION AGREE that Developer or the 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 Developer or the Committee as such shall have been appointed, shall be final. It shall be the sole responsibility of the lot owner to comply with all building setback and location requirements. Approval by Developer or the Committee shall not be construed as verification of setback or building location requirements. Developer reserves the right to appoint or not to appoint an Architectural Control Committee.

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 (1) residence shall be permitted upon any one lot or tract. Said residence must be constructed on site of new materials. One half of the front of the structure must be brick or stone (real or manmade). An outbuilding may be erected or located to the rear of the main dwelling and not in front of any other home in the subdivision, and shall be 10 feet from any adjacent property line or set back from the property lines as set out on the recorded Plat(s), whichever is greater. Dwellings shall be set back from the street as required and set out on the recorded Subdivision Plat(s).

All structures, including garages and outbuildings shall be constructed of new materials, 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, AND ALL STRUCTURES MUST BE APPROVED AS NOTED IN PARAGRAPH 2 ABOVE.

There shall be no dwellings or buildings erected of a geodetic dome design, or of any extremely unusual design without the express approval of Developer. All roofs on all buildings shall be covered with asphalt or fiberglass shingles of good quality. Foundations on all buildings, including, but not limited to, garages and outbuildings, shall be of brick, stucco-brick or mountain stone, unless otherwise approved by the Developer, its successors and/or assigns.

4. **COMPLETION.** Once construction has begun, all residences shall be completed in no

more than six (6) months, otherwise it shall be considered a nuisance under the terms of these restrictions.

5. DRIVEWAYS DURING/AFTER CONSTRUCTION. Before any construction is begun, a temporary driveway with a minimum of 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 concrete only. No vehicles shall be parked on the **County Road** for any reason. No dirt or gravel driveways will be permitted and maintained after construction is complete. Said driveway shall be concreted prior to the filing of a Notice of Completion.

6. STORMWATER RUNOFF. Each Lot owner is required to keep adjacent roads and curbs free of storm water and mud in accordance with State and local regulations. Any mud that has run off an individual's lot onto the street and/or curb must be cleaned off. If this continues to be a problem, silt fencing or other means of prevention must be taken and maintained in accordance with State and local regulations. During construction, every builder must keep silt on the job site and off of the roads and curbs.

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 re-subdivide any lot or tract, but in no event shall the re-subdivision of any lot or tract to be built upon contain less than 51% of the original lot size. However, this does not preclude the addition of a portion of a lot to another lot. 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 creating a new or separate lot for building purposes; each division, except as made by Developer, shall be for the purpose of adding to an adjacent tract of land.

8. DWELLING SIZE. (A) The minimum square footage of finished living area of each single level or split-level dwelling exclusive of basements, porches, breezeways, terraces, garages, carports, etc., shall be 1600 square feet. For one and one-half or two-story dwellings, the minimum square footage of finished living area, with the same exceptions above, shall be 1900 square feet of heated space, with a minimum of 1500 square feet on the first/main floor. All residences must at least have a minimum of a single car garage.

(B) The square footage of any other non-designated dwelling shall be as Developer shall approve in accordance with Paragraph 2 of these restrictions. Under no circumstances shall there be any servants' quarters or guest quarters located upon any lot or tract.

Developer or the Committee, as applicable, shall base their decisions upon the conditions in this paragraph, and as set forth in Paragraph 2 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 five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. 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 on any lot.

11. 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 Developer. Approval of such system as installed shall be obtained from such authority as well as Developer, and/or its successors and/or assigns.

12. MAINTENANCE 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.

13. LOT CONSTRUCTION SITE. It is the lot owner's responsibility to maintain the lot

construction site in a neat manner. Specifically, under no condition shall any owner/builder dump pieces or unused sheet rock, insulation, lumber or any other building materials onto the lot. Any clearing of trees or brush done on the lot before or after construction MUST be burned or hauled off within 45 days from the date of clearing. Otherwise, Developer reserves the right to burn or haul off said trees or brush, with the cost to be assessed to the lot owner or builder.

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

15. 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 subdivision. The playing of loud music from any balconies or porches shall be considered offensive, obnoxious activity constituting a nuisance.

16. 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.

17. UTILITY AND DRAINAGE EASEMENTS: there shall be imposed upon all interior lot lines a utility and drainage easement as set out on the recorded Plat(s).

18. TEMPORARY STRUCTURES OR MOBILE HOMES. No manufactured homes, modular homes, mobile homes, doublewides, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot or tract within said development. Every residence must be constructed on site and be made of new materials. Specifically prohibited is partial construction such as a "basement house" or occupancy prior to the full completion of said house. Such structures shall be considered temporary and prohibited.

19. ANIMALS. Except as otherwise set out herein, 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 that consistently barks. If the barking persists, the pet owner shall have the pet removed from the development. No vicious or attack dogs may be kept in the development. No dogs may be kept that habitually threaten or bark at passers by, adjoining property owners or otherwise cause a nuisance. All dogs must be confined to the lot owner's property.

20. 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 and be suitably fenced to blend with the house and prevent unattended children and animals from accessing said pool from the adjoining lots. The swimming pool shall conform to the setback requirements as set out on Plat(s).

21. FENCES. ALL fences must be approved by the Developers or Architectural Control (as defined on page one of these Restrictions). No chain link fences are permitted unless, chain link is coated.

22. NUISANCES. No noxious or offensive activity shall be carried on within the subdivision, nor shall anything be done therein which may be or become an annoyance to the neighborhood, including but not limited to, loud music or partying. The having or allowing of trailers, junk such as stoves or trash, shall constitute a nuisance, per se. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise, shall likewise constitute a nuisance. There shall be no parking off the street onto the grassy areas because any damage done will cost someone else to repair. Also, the non-removal of all building materials such as block, bricks, lumber, cleared brush, etc. shall be considered a nuisance. Developer reserves the right to remove dangerous or dead trees, briars, weeds, vines, etc., from any vacant lot so long as it is

vacant, with the cost to be assessed to the lot owner. However, Developer does not assume any responsibility for any damages done by said trees, briars, weeds, vines, etc. if not taken care of by Developer or Lot owner. Also any dwelling, which has been destroyed or damaged to any degree that is externally visible, shall be repaired or removed within six (6) months from the time of such destruction or damage. The failure to do so will be considered a nuisance.

23. SATELLITE DISHES AND ANTENNAS. Except as otherwise noted herein, satellite dishes or visible antennas of any kind are prohibited. The unapproved installation of or allowing of satellite dishes or antennas upon the realty shall be considered a nuisance. However, each lot or tract shall be permitted to have one (1) or the new small direct dish satellites, not to exceed eighteen (18) inches in diameter. Said small satellite dish shall not be permitted to be located to the front of any dwelling unit except upon extreme circumstances, at which time it will be solely at Developer's discretion. Developer has sole authority to approve or disapprove any satellite dish and the location thereof.

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

25. MOTORHOMES, BOATS, CAMPING TRAILERS OR TRAVEL TRAILERS. No motor home, boat, boat trailer, travel trailer, camping trailer or 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 residence or in the front or side yard of any residence, 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.

26. 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 or tract within the subdivision. All garbage and 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 animals cannot get into the containers.

27. STREET DEDICATION. All streets shown on the Plat(s) are hereby dedicated to the public use.

28. SUBDIVISION MAINTENANCE. To maintain the beauty and property values, each lot or tract owner shall be responsible for keeping his entire area in a neat and attractive condition by keeping the yard seeded and the dirt secured until the lawn is established, and thereafter by mowing, trimming, etc. Developer's responsibility, other than as landowner, shall terminate upon the "final approval" of the subdivision Plat(s) by the appropriate Planning Commission.

29. EXTERIOR MAINTENANCE. The maintenance of all lots and any improvements constructed thereon shall be the duty of the lot owner and shall not normally be interfered with by Developer, the Committee or any other person. If, however, in the opinion of Developer or the Committee, any lot owner shall fail to maintain his residence or lot in a neat and orderly manner or fail to keep improvements constructed thereon in a state of repair so as to not be unsightly, Developer or 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 or lot and perform such maintenance 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. Developer or the Committee or their agents hereby shall have an easement for the purpose of accomplishing the foregoing. The costs incurred by Developer or 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 lot is subject.

30. HOLIDAY DECORATIONS. All Christmas decorations used upon any lot or within the subdivision boundaries must be taken down no later than the 15<sup>th</sup> of February of each successive year.

31. TERM. The covenants shall be binding upon all parties and all persons claiming under

them until January 1, 2037, at which time said covenants shall be automatically extending 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.

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

33. ENFORCEMENT. In the event that any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, the party guilty of such violation shall be subject to and liable at the suit of any interested owner or holder or of any group of owners of holders of any lots or tracts, or of the constituted public authorities to be enjoined by proper process of such violation, and shall be liable for the payment of all costs and reasonable attorneys fees incident to such injunctive proceedings, which costs and attorney's 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 such violation.

34. HOMEOWNERS ASSOCIATION. Homeowners Association will be formed when there are twenty (20) homes occupied. Dues to be determined at that time. Homeowners Association will be responsible for sign and common areas/property.

WITNESS our signatures this 14th day of September, 2009.

4 STAR, LLC

Lake Mantooh  
Lake Mantooh, Chief Manager

STATE OF TENNESSEE  
COUNTY OF BRADLEY

On this 14th day of September, 2009, before me personally appeared Lake Mantooh, to me known to be the all of the Chief Manager of 4 STAR, LLC, a Tennessee Limited Liability Company, the within named bargainor, and acknowledged that they executed the foregoing instrument for the purposes therein contained by signing the name of the Partnership by themselves as such partners.

[Signature]  
Notary Public

My Commission Expires: February 11, 2013



BK/PG: 1932/220-224  
09013014

5 PGS - AL - RESTRICTIONS	
BONNIE BATCH: 80503	
09/14/2009 - 01:45 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, BRADLEY COUNTY  
RAYMOND SWAFFORD  
REGISTER OF DEEDS