

## Autumn Ridge Subdivision

### Restrictions and Reservations

#### Reservations and Easements

1. Easements for installation and maintenance of all necessary or proper public utilities and drainage facilities are reserved.
2. Easements for natural drainage is reserved as natural drainage courses now exist and no subsequent purchaser or owner shall obstruct any natural drainage course.
3. No tract of land laid out in Autumn Ridge Subdivision shall be used as a street without written consent from the developer.

#### General Restriction

1. Use. The lots within the Autumn Ridge Subdivision shall be for single use family only. No residence shall be used for rental purposes or occupied by anyone other than the owner of the lot without written permission from the developer. No more than one residence shall exist on a single lot. No trailer, tent, shack, barn, temporary building, outbuildings, or guest house shall be erected or kept on any of the lots without the written consent of the developer. Garages may be attached or detached from the residence and must follow a design and use materials similar to that of the residence, and shall be used primarily for the storage of automobiles.
2. Structures and Materials: Exteriors of any structure including residences, garages, and retaining walls shall not be constructed of concrete blocks, aluminum siding, or cinder blocks. No mobile homes, mobile home kindred, manufactured homes, pre-fabricated homes or modular homes shall be erected or maintained within The Autumn Ridge Subdivision. Driveways shall be constructed of concrete, asphalt and gravel driveways are not permitted. All electrical service drops to any structure are to be underground.
3. Structure-Size and Shape: One story residences shall have no less than 1,450 square feet of floor area devoted to living purposes, exclusive of open porches and garages. Two story and one and one half residences shall have no less than 1,650 square feet total floor area devoted to living purposes, exclusive of open porches and garages. Finished basements do not count toward the minimum square footage requirements. All plans and building materials must be pre-approved by the developer before construction begins.
4. Structure-Construction: Materials must be placed upon the lot in which the residence is being constructed; no material may be placed upon the street without the consent of the developer. During construction of residences, all contractors must park on the right side of the road to maintain accessibility to and from the subdivision. Contractors shall not block the driveways and mailboxes of residents currently residing in Autumn Ridge. No residences may be in any matter occupied until complete and made to comply with the approved plans, the requirements herein and all of the covenants, conditions, reservations and restrictions herein set forth and a certificate of occupancy from the City of Johnson City.

## A. Building Materials for Autumn Ridge

All structures must have brick or laid natural stone on the foundations of all sides. The front façade may be a combination of any two or more of the building materials which may consist of brick, stone, concrete board siding, nichia siding, cedar shake siding, wood siding, or synthetic stucco. The sides shall consist of any combination of stone or brick along with concrete board siding, nichia siding, cedar shake siding, wood siding or synthetic stucco. The rear shall be of the following or a combination of the following: brick, stone, concrete board, nichia siding, cedar shake siding, wood siding, or synthetic stucco. The roof shall consist of architectural style shingles, with standing seam metal roof permitted for accent purposes only. Vinyl siding may be used for soffit use. Vinyl siding permitted for soffits. All construction plans, and materials must be pre-approved by the developer. The developer retains the right to amend the Restrictions and Reservations. **Note: High quality architectural vinyl siding may be permitted, but must be approved by the developer before construction.**

5. Construction-Clean Up: During the course of construction, the jobsite shall be kept neat and orderly, excess material, trash and debris shall not be allowed to accumulate on the site. Preventative measures must be taken to ensure that jobsite debris remains on site and doesn't travel to adjoining lots and yards. Any debris or trash must be removed from adjoining lots/yards and brought back on site and disposed of.
6. Approval of Plans: For ensuring that the Autumn Ridge Subdivision remains a quality neighborhood, the developer must approve all home plans, lot improvements, out buildings, pools, fences and so on. To be considered for approval, the lot owner or builder must provide the developer with a complete set of architectural plans, a site plan depicting the house setbacks, retaining walls, driveway location, exterior color scheme and building materials to be used.
7. Subdivision and Addition of Lots: Each lot as shown on the recorded plat herein before referred to, constitutes a building site and no lot shall be divided into two building sites.
8. Line: Setback lines shall be used as required by local applicable governmental regulation, but in any event the front and rear setbacks shall be 15' from the property line and 7.5' from the property line on each side of the property.
9. Fences: Shall in no way be chain fabric or wire in any configuration, nor may fence posts or rails be of a non-decorative material. No split rail fences permitted. Decorative metal fences, some synthetic fences, and solid wooden fences are allowed. All fences must be installed with the finish side facing outward toward the adjoining lots. All fences must be pre-approved by the developer.
10. Nuisances: No cattle, swine, goats, poultry, fowl or any other livestock shall be kept on any lot. No clotheslines or the drying of clothes in yards shall be allowed. No weeds, underbrush, or any unsightly growths shall be allowed to grow and no refuse pile(s) will be allowed. No trash, ashes or any other refuse may be thrown or dumped on any lot (vacant or not) or be placed in the street right of way of the subdivision. No thing, material or activity that will emit foul or obnoxious odors shall be allowed or kept on any lot.

Nor shall any shall anything, substance, material or activity be allowed or kept upon any lot that will cause any noise that will or might disturb the peace, quiet or comfort of the surrounding homeowners.

Specifically prohibited, but without limitation thereto is the keeping of any motor vehicle including cars, trucks, motorcycles, ATV's, designed or intended for actual use for the off-road purpose of track racing dirt bike racing, motor-cross racing, or the like.

This prohibition is not intended to prohibit factory standard on and off road recreational vehicles. Furthermore, no boat, motorhome, or camper may be parked in the public street, driveway, or kept upon any lot.

11. Pets: Dog, cats and other domesticated animals may be kept provided that they are not kept, bred, or maintained for commercial purposes. Pet shall not be allowed to roam free but shall be contained either inside the residence or contained within a fence approved by the developer or within an invisible fence. No chain link or chain mesh kennels shall be permitted. Pets must be leashed when walking throughout the neighborhood and all messes left behind by animals in public areas shall be disposed of by the pets owner. Pet owners should ensure their dog's barking is not excessive to the point of disturbing other homeowners.
12. Water Supply: No individual water systems are permitted, including wells.
13. Remedies for Violations: A violation or breach if any of these Reservations and Restrictions by any homeowner shall result in a verbal warning from the developer, then if actions are not taken to address the issue the homeowner will be served a formal letter from the developer detailing the issue and how to resolve said matter. Should the homeowner fail to comply, the homomer shall be charged with the cost involved to remedy the issue. In no way shall this be considered a trespass on the property of the homeowner. Should the homeowner fail to reimburse the developer within 30 days from the day of the repair, the developer reserves the right to proceed to a court of law to seek reimbursement for legal fees, removal/repairs, or whatever the necessary repair may have been and file a lien against the homeowner in favor of the developer.
14. Changes to Restrictive Covenants: Until all the lots have been conveyed, the developer reserves the right to amend the restrictive covenants or to waive or modify any restriction of any lot in the development.
15. Home Owners Association: Residents of the Autumn Ridge Subdivision will be required to pay a monthly fee of \$50.00-\$75.000 (not to exceed) upon purchase of the lot. This money shall be kept into an account and used to cover such expenses as water fees for sprinkler systems at entrance of property, street lights, mowing and maintenance of the green space, mowing of rights-of-way and mowing of vacant lots. These funds will also be used to maintain public roads, the subdivision's sediment basin, landscaping as needed, as well as any other expenses. The developer will retain control of the HOA until all of the lots have been sold and at that point the HOA will be ran by the community of Autumn Ridge.

16. Covenants to Run With The Land: These restrictions shall be deemed to be covenants running with the land and binding upon the owner, its heirs, successors and assigns.