

This instrument prepared by:

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ROLL/IMG: 659/56-63  
09017820  
8 PGS : AL - RESTRICTIONS  
AMY BATCH: 23751  
09/09/2009 - 02:51 PM  
VALUE  
MORTGAGE TAX 0.00  
TRANSFER TAX 0.00  
RECORDING FEE 0.00  
DP FEE 40.00  
REGISTER'S FEE 2.00  
TOTAL AMOUNT 0.00  
42.00  
STATE OF TENNESSEE, WASHINGTON COUNTY  
GINGER B. JILTON  
REGISTER OF DEEDS

For Register's Office Use

## RESTRICTIONS AND RESERVATIONS

FOR

### THE ESTATES

DECLARATION OF RESTRICTIONS on land embraced in THE ESTATES, a subdivision in Washington County, Tennessee, as recorded in Plat Book 20, Page 113, in the Office of the Register of Deeds for Washington County, Tennessee.

The undersigned (herein sometimes referred to as the "Developer"), being the owner of all the land embraced in THE ESTATES, hereby declares that the reservations, easements and restrictions hereinafter set out shall be, and the same are, made applicable to said property, to-wit:

### RESERVATIONS AND EASEMENTS

1. Easement for installation and maintenance of all necessary or proper public utilities and drainage facilities are reserved.
2. Easement for natural drainage is reserved as natural drainage courses now exist, and no subsequent purchaser or owner shall obstruct any drainage course.
3. No tract of land laid out as a lot in THE ESTATES shall ever be used as a street.
4. The right to enter in accordance with Paragraph 17 below.

### GENERAL RESTRICTIONS

1. Use. The lots within THE ESTATES, (hereinafter the "Lots") are for, and shall be limited to use as, single-family residential purposes only. There shall not exist on any lot at anytime more than one residence. No trailers, mobile homes, modular homes, tents, shacks, barns, or temporary buildings shall be erected on any of the lots in



the subdivision. No garage shall be constructed except as an integral part of the residence it is intended to serve. Garages, which shall be for the use only of the occupants of the residence which they are appurtenant, may be attached or detached from the residence, may only be used primarily for garaging automobiles, and must be constructed in design and materials in a manner identical with the residence.

2. Structures-Materials. Residences shall be constructed of high quality materials suited for and intended by their manufacturer to be used for the purposes for which they are incorporated into the residence. Exteriors of any structure, including residences, garages, and boundary and concealment walls, shall contain not less than sixty percent (60%) either brick, wood or stone; provided that foundations must be 100% brick or stone, unless a different material is approved by the undersigned or its designee. There shall be no exposed concrete blocks, cinder blocks, or materials of similar appearance on any construction. There shall be landscaping on each Lot, after construction of any home, which has an initial cost of not less than \$1,000.00., to include 2 large trees in front yard.

3. Structures-Size and Shape. Single-Family Residences shall not have less than 2,000 square feet of floor area devoted to living purposes if living space is contained on two stories, or 1800 square feet devoted to living purposes if living space is contained on one story, exclusive of porches, garages and basements.

4. Structures-Construction. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line unless approved by the undersigned or its designee. The exterior of all improvements started on said land must be completed immediately. When construction of any structure is once begun, work thereon must be prosecuted diligently and must be completed within six (6) months. No building shall be occupied during construction until substantially complete, nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations and restrictions herein set forth. Before doing any excavating or other digging on any right of way reserved herein or shown on the plat of THE ESTATES referred to above, all utility providers, such as the telephone company, the power board, the gas company and the cable company, must be notified. Any damage to sidewalks, streets or other subdivision improvements which result from construction activities must be repaired or replaced, if necessary, immediately.



5. Approval of Plans.

(a) For the purpose of further insuring the development of THE ESTATES as an area of high standards, the undersigned or its designee hereby reserves the right and power to approve the buildings, structures, and other improvements placed on each lot, which approval shall not be unreasonably withheld, as well as to make such exceptions to these Reservations and Restrictions as the undersigned or its designee shall deem necessary and proper.

(b) Whether or not provision therefor is specifically stated in any conveyance of a lot made by the undersigned or the successors or assigns, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the undersigned or its designee. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications may be based on any reasonable ground, including purely aesthetic grounds which, in the sole discretion of the undersigned or its designee shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If the undersigned or its designee shall fail to approve or disapprove the plans and specifications within 30 days after written request therefor, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained.

(c) Plans and specifications submitted for approval shall remain in the possession of the undersigned or its designee until completion of the improvements.

6. Designee. The undersigned may appoint one or more persons as his designee for purposes of passing on matters for which the undersigned is entitled to approve or disapprove as herein provided, except that designee shall have no powers to change those items set out in Paragraph 1. The undersigned may appoint a designee from time to time and may remove such designee at any time for any reason and appoint a successor or substitute designee, in the sole discretion of the undersigned.

7. Subdivision and Addition of Lots. Each lot, as shown on the recorded plat hereinbefore referred to, constitutes a building site and no lot shall be divided into two building sites. Further, no building site shall be less in area than the area of the smallest lot shown on the recorded plat hereinbefore referred to. A single lot, together with a contiguous portion or portions of one or more lots in the same block may be used for one building site. No lot shall be subdivided except with the approval of the undersigned or its designee.



8. Setback Lines. All buildings or any part thereof, including garages and porches shall be erected in conformance with Johnson City ordinances relating to setback lines. Where one and one-half, two, or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners. Notwithstanding anything to the contrary herein, the undersigned or its designee shall have the right to permit reasonable modifications of the setback requirements where in the discretion of the undersigned strict enforcement of these setback provisions would work a hardship. The Johnson City Planning Commission must agree to any variances to any of its ordinances relating to building sites on any lot.

9. Fences, Mailboxes, Walls, Outbuildings, Tanks, Garbage Cans and other Structures.

(a) No improvement or structure whatever, other than a single-family residence and appurtenant garage constructed in accordance with these restrictions, may be erected, placed or maintained on any building site.

(b) There shall be no storage tanks for fuel for use in connection with any residence constructed on any lot in this subdivision. All garbage cans, equipment, coolers, and storage piles must be walled in accordance with this paragraph sufficiently to conceal them from the view of neighboring lots, roads or streets.

(c) There shall be no satellite dishes located on any lot nor any other antenna of any nature located on the lot outside of a building.

(d) Boundary walls and concealment walls shall be constructed of materials identical to or complimentary to the materials on the exterior of the residence. Materials for wall construction are restricted in accordance with paragraph 2 above. No boundary wall shall be constructed with a height of more than six feet.

(e) No wall of any height or for any purpose shall be constructed on any lot until after the height, type, design, and approximate location therefor shall have been approved in writing by the undersigned or its designee. The heights or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such heights may be completely determined by the undersigned or its designee.

(f) No fence shall be constructed on any lot unless and until the plans and materials have been approved by the undersigned or its designee in writing. In no event may fences be constructed of chain fabric in any configuration, except that fences constructed of chain fabric shall be allowed on lot lines which represent the perimeter of THE ESTATES.



(g) Mailboxes within THE ESTATES shall be of uniform appearance and shall be mailbox model MN8123N, in Black, or identical.

10. Native Growth, Vegetation, Landscaping. The native growth present on the lots shall not be permitted to be destroyed or removed except as approved in writing by the undersigned or its designee. Grass, and shrubbery on each lot, shall be mowed and trimmed at regular intervals so as to maintain a neat and attractive appearance. Trees, shrubs, vines and all other vegetation which die shall be promptly removed. If any lot owner shall fail to perform his/her obligations hereunder, the undersigned or its designee may cause the obligation to be performed and the owner of the lot shall be obligated to pay for the cost of such work. In the event native growth is removed or injured in violation hereof, the owner shall replace same.

11. Signs. No billboards or advertising signs, or other advertising devices shall be erected, placed, permitted or maintained on any lot or improvement thereon, except as herein expressly permitted. 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 shall be permitted.

12. Nuisances. No horses, cattle, swine, goats, poultry or fowl shall be kept on any lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, concealment walls, or screening approved by the undersigned or its designee. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any owner of any property in the Subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the undersigned or its designee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the undersigned or its designee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within 30 days after the owner is billed therefor. No trash, ashes or other refuse may be thrown or dumped on any lot (whether vacant or not), street or right-of-way in the subdivision. No thing, substance, material or activity that will emit fowl or obnoxious odors, shall be allowed or kept upon any lot. Nor shall any thing, substance, material or activity be allowed or kept upon any lot that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Specifically prohibited, but without limitation thereto, is the keeping of any motor vehicle, including cars, trucks, and motorcycles, designed, intended or actually used for the off-road purposes of track racing, dirt-bike riding, moto-cross racing, or the like. This prohibition is specifically intended to prohibit dirt-bikes, race cars and trucks and loud motorcycles. This prohibition is not



intended to prohibit factory standard on and off road four-wheel drive recreational vehicles. No fifth wheel or motorized recreational vehicle, or boat may be stored without being confined or concealed by structures built of the same materials or materials of similar quality as the residence.

13. Pets. Dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. In no event shall the number of household pets exceed two (2) of any species or three (3) all together. Pets shall not be allowed to roam free but shall be contained either inside the residence or in an outside enclosure approved by the undersigned or its designee. In no event shall pets be maintained in a garage unless approved by the undersigned or its designee, which approval may be revoked without notice.

14. Water Supply. No individual water supply systems, including wells, shall be permitted.

15. Paved Driveways. All driveways shall be paved within six months of construction of the residence. The surface of the driveways may be either asphalt pavement or concrete.

16. Utilities. All utilities servicing the residence and appurtenant structures shall be placed underground and at no time shall utilities be above ground.

17. Remedies for Violations-Invalidations. For a violation or a breach of any of these Reservations and Restrictions by any person claiming by, through, or under the undersigned or its designee, or by virtue of any judicial proceedings, the undersigned or its designee, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent by injunction the violation or breach of any of them. In addition to the foregoing right, the undersigned or its designee shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these Reservations and Restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their enforcement. The invalidation of any one or more of the Reservations and Restrictions by any Court of competent jurisdiction in no wise shall affect any of the other Reservations and Restrictions, but they shall remain in full force and effect.

18. Homeowner's Association. In the event that by September 1, 2010, Lake Ridge Recreation Association, Incorporated takes the necessary corporate action and/or makes such amendments to its corporate documents as are necessary, to approve or resolve that lot owners in THE ESTATES shall qualify for and shall be admitted as



members of Lake Ridge Recreations Association, Incorporated, each and every lot owner in THE ESTATES, by accepting a deed for any lot in THE ESTATES, agrees to and shall, subject to the last sentence of this Paragraph 18, be a member of the Lake Ridge Recreation Association, Incorporated (the "Homeowner's Association") and shall be subject to the obligations and duly enacted By-laws and rules of the Homeowner's Association, and shall have all the rights and privileges of all the other members of the Homeowner's Association including, without limitation, use of all recreation facilities, establishment and maintenance of general planting and landscaping of entranceways and all common areas of THE ESTATES, and such other benefits as shall be conferred by the Association on any member now or hereafter, and shall pay annually or monthly, as the association determines, his or her pro-rata share of the cost of carrying out the purposes of the homeowner's association, which pro-rata share shall be an assessment which may become a lien upon the property of the owners of lots within THE ESTATES, if so provided in the By-laws of the Homeowner's Association. Notwithstanding the foregoing, in the event that Lake Ridge Recreation Association, Incorporated does not, by September 1, 2010, take necessary corporate action and/or make such amendments to its corporate documents as are necessary to approve or resolve that lot owners in THE ESTATES shall qualify for and shall be admitted as members of Lake Ridge Recreations Association, Incorporated, then this Paragraph 18 shall become null and void.

19. Term. These restrictions shall be effective until June 30, 2043, and shall automatically be extended thereafter for a period of five (5) years and thereafter in successive five (5) year periods, unless on or before the end of one of the extension periods or the initial period the owners of a majority of the lots in the subdivision shall by written instrument duly recorded declare that these Reservations and Restrictions shall not be extended.

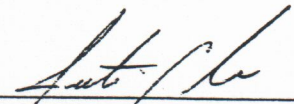
20. Amendment. At any time prior to the sale or conveyance by Developer of all of the lots in THE ESTATES, and from time to time until all lots in THE ESTATES have been sold or conveyed by Developer, Developer hereby reserves to itself the absolute and unconditional right, in its sole and absolute discretion, to alter, modify, change, revoke, rescind, vacate or cancel any or all of the terms, provisions, restrictions or reservations contained in this Restrictions and Reservations of The Estates, without the necessity of the consent or joinder of or by any Lot owner or owners within THE ESTATES or any other persons or entities.

[continued on next page]



IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 2 day of September, 2009.

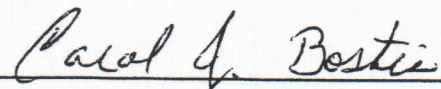
CLEAR DEVELOPMENT, LLC

By:   
JUSTIN CLEAR, Chief Manager

STATE OF TENNESSEE     )  
  )  
COUNTY OF CAMPBELL     )

Before me, Carol J Bostic a Notary Public of the state and county aforesaid, personally appeared JUSTIN CLEAR with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager of Clear Development, LLC, the within named bargainor, a limited liability company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal, at office this 2<sup>nd</sup> day of September 2009.

  
Notary Public

My Commission Expires:  
July 11, 2011

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