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Prepared by: ✓

Seven Oaks Development, a  
Tennessee General Partnership  
3844 Red Cardinal Dr., NE  
Cleveland, TN 37312-5762

## RESTRICTIONS UNITY SUBDIVISION

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby, Seven Oaks Development, a Tennessee General Partnership, as owner of the land known as UNITY SUBDIVISION, is recorded in the Register's Office for Bradley County, Tennessee, in Plat Book 22, page 42, has divided said property into building lots and/or tracts and to protect property values therein for the benefit of all purchasers; owners, or holders lot 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 tract, 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 shall be used for single family residential purposes only (no apartments or duplexes). This also precludes attaching to, or building within said dwellings, rental type accommodations such as mother in law quarters, garage apartments and the like with such appurtenances such as would incorporate a second kitchen or detached living area etc... No structure shall be erected, altered, placed or permitted to remain on any Site other than one (1) detached single family dwelling with a minimum of a two car garage which may be attached or located in the basement. 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. This does not preclude home based businesses that by nature do not require customers to be served in the home. No panel, commercial or tractor trucks shall be habitually parked in driveways or overnight on streets in front of any lot of tract. 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 conducting 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 and a tree removal plan shall have been approved by Seven Oaks Development, a Tennessee General Partnership, or by an Architectural Review Committee if such shall have been created. IT IS CLEARLY UNDERSTOOD THAT 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 Seven Oaks Development, a Tennessee General Partnership, or its successor in interest, or the Committee if such shall have been appointed, shall be final. Where the conflict cannot be reconciled, Seven Oaks Development, a Tennessee General Partnership, 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 Seven Oaks Development, a Tennessee General Partnership, 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 stories in height. No modular homes shall be permitted. 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.

*Beaded Vinyl Siding OK.*

There shall be no dwellings or buildings erected of stucco or of a geodesic dome design, A-frames, or of an extremely unusual design without the express written approval of the Developer, its successors and/or assigns. All roofs on all buildings shall be covered with a high quality conventional shingle roofing material, unless the subdivision developer shall approve a different material. All roofs shall contain a minimum pitch ratio of 9 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. *Beaded Vinyl Siding OK* Siding used on the front and sides of dwellings materials shall be horizontal wood, stone, brick, or certain types of approved concrete siding. 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, wooden fences that 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. Any fences approved would be located to the rear of the dwelling.

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, or approved 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 seven (7) 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 \$750.00 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 of completion, all of the yard visible from the street must be planted and landscaped in accord with approved plans. There shall also be no white rocks or pine straw used as landscaping material. The minimum \$750.00 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. All front yards and side yards to the extent visible from the street shall be a fescue variety sod and irrigated with and underground sprinkler system capable to support grass/landscaping. 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 at any time or in any side yard to the extent that it is visible from the street. Dwellings may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the lot on which the dwelling is located have been completed.

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. Apron of driveway must consist of sixteen (16) feet of stamped decorative concrete with the design approved by the developer. If a secondary driveway is constructed the width may be narrowed to a minimum of (10) 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 and completed before 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.

*- Apron to be 16' x 8' stamped*

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. Also lot owners may NOT build a dwelling situated upon 2 or more lots. There shall be no utility station of any sort located on any lot unless as otherwise approved by the Developer. In order to maintain the beauty and overall flow of the development, the Developer retains and reserves the right to determine location of dwelling on any lot within Unity Subdivision in accordance with city zoning approved setbacks. Should the developer not utilize this right on any lot it does not invalidate his prerogative to do so on other lots.

8. SEWER. All dwellings will be serviced by sewer connection to Cleveland Utilities (or current city utility provider). No septic tanks will be allowed in subdivision.

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 ~~1,650~~ <sup>1450 sq. ft. Minimum</sup> square feet; and any one and one-half story dwelling shall contain not less than ~~1,050~~ <sup>1,050</sup> square feet with a minimum of ~~300~~ square feet of heated and cooled space on the first floor. Any two-story dwellings shall contain not less than 1700 square feet with a minimum of 850 square feet of heated and cooled space on the first floor. 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

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 16 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. The public utility company shall supply all water. No individual water supply system shall be permitted without the approval of the Developer.

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.

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, servants or subcontractors.

15. ELECTRONIC EQUIPMENT. There shall be no type 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. A small 20-inch or smaller satellite dish may be mounted on owner's lot provided the dish is not visible from roadway. However no television antenna, radio receiver, or other similar device shall be attached to or installed on any portion of the Development, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot or Dwelling, which may unreasonably Interfere with the reception of television or radio signals within the Development; provided, however, that Declarant and The Association shall not be prohibited from Installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Development, and should cable or satellite reception not be otherwise available, then an Owner may make written application to the Design Review Board for permission to install a television antenna,

16. WINDOWS. All dwellings constructed in this subdivision shall have high quality double-paned insulated windows. No aluminum windows shall be used. All dwellings are required to have trimmed/cased windows for all front windows. (3" wide)

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 BUILDING UPON EACH LOT OR TRACT SHALL BE BURIED. There shall be no exposed service connecting wires for electricity, telephone or otherwise, from streets, poles, or transformer neither to any structure, nor from any other point to any structure.

18. TEMPORARY STRUCTURE OR MOBILE HOMES. No mobile homes, campers, modular homes, manufactured 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. Likewise, dwellings may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the lot on which the dwelling is located have been completed. 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 Develop or Committee.

19. ANIMALS. No animals, livestock, poultry, 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 generally recognized house pets may be kept in Dwellings, approved fenced areas, or in walled areas not visible from the street which Dwelling fronts; subject to rules and regulations adopted by The Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. There shall be no more than three (3) such pets allowed on any one lot. All pets must be kept in an approved fenced area and shall not be permitted to run at large. Pets shall be under leash when not in an approved area such as when being walked or exercised in any portion of the development or common areas. Any free roaming pet, which becomes a nuisance to other dwellers, must be removed from the Development. Annoying behaviors include biting, clawing, digging, barking, or any type of destructive actions shall not be allowed. No pet shall be permitted to leave excrement in any location within the development except in an owners own lot area. If pet should leave excrement in an unallowable area the owner of such pet shall immediately remove the same. Upon the request of any owner, the Board of Directors of the association may conclusively determine, in its sole and absolute discretion, whether, for purposes of this document, a particular pet is a generally recognized house pet or such pet is a nuisance, and The Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right to fine any Owner (in an amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such Owner or any occupant of his Lot or Dwelling, and an Owner shall be liable to The Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of any occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject.

22. 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 or used appliances, constitutes 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. Any vacant lot shall be maintained in a clean and neat manner.

23. SATELLITE DISHES AND VISIBLE ANTENNAS. Satellite dishes 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. Satellite dishes shall not exceed 20 inches in diameter.

24. MOTOR HOMES. BOATS. CAMPING TRAILERS OR TRAVEL TRAILERS There shall be no storage or parking upon any Lot or Dwelling, or within any portion of the Common Areas (other than areas provided therefore with the Common Areas, if any) of any mobile home, trailer (with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type\* camper, motorized camper or trailer, boat or other watercraft, boat, trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. This does not preclude parking such transportation that may be parked inside of a garage as provided in section 31 of these restrictions.

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

26. 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 and 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 and court cost. All Owners in the Development are requested to keep cars, trucks and delivery trucks off the curbside of the streets. Developer's responsibility, other than as landowner, shall terminate upon the "final approval of the appropriate Cleveland City Planning Commission, as to the subdivision proper.

No rubbish or debris of any kind shall be dumped placed, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any lot or Dwelling, or in any part of the Common Areas, and each Owner, his family, tenants, guest, invitees, servants, and agents shall refrain from any act or use of a Lot or Dwelling, or of the Common Areas which could cause disorderly, unsightly or unkempt conditions or which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Development or which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used or placed within the Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents who dumps or places any trash or debris upon any portion of the Development shall be liable to The Association for the actual costs of removal thereof or the sum of \$150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot or Dwelling are subject.

27. 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. If, 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 lien against such site.

28. 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 January of each successive year.

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

30. ADDITIONS, PAINTING, CHANGES. To preserve the architectural and aesthetic appearance of the Development, no construction or improvements of any nature whatsoever shall be commenced or maintained by any owner, other, than declarant, with respect to the construction or affecting the exterior appearance of any Dwelling or with respect to any other portion of the property, including without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface) unless and until two (2) copies of the plans and specifications and related data (including, if required by the Design Review Board, a survey showing the location of trees of six (6) inches in Diameter at a height of four (4) feet and other significant vegetation on such lot or Dwelling showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Design Review Board as to the compliance of such plans and specifications with such standards as may be published by the committee from time to time Including the harmony of exterior design, location, and appearance In relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the Design Review Board, and other copy shall be returned to the owner marked "approved," specifications, and related data so submitted shall be retained in the records of the Design Review Board, and other copy shall be returned to the owner marked "approved," or "approved as noted," or "disapproved." Notwithstanding the foregoing, an owner may make interior improvements and alterations within his Dwelling that do not affect the exterior appearance, without the necessity of approval or review by the Design Review Board. The Design Review Board shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the association. In connection with approval rights and to prevent excessive drainage or surface water run-off and in order to comply with any restrictions imposed from time to time on the Development, or portions thereof, the Design Review Board shall have the right to establish a maximum percentage of a lot or Dwelling which can be cleared or graded and a maximum percentage of a lot or Dwelling which may be covered by Dwellings, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the Design Review Board, representatives of the Design Review Board shall have the right during reasonable hours to enter upon and inspect any Lot or Dwelling, or other improvements with respect to which construction is under way, to determine whether or not the plans and specifications therefore have been approved and are being complied with. In the event the Design Review Board shall determine that such plans and specifications have not been approved or are not being complied with, the Design Review Board shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the Design Review Board fails to approve or disapprove in writing any proposed plans and specifications within thirty (30) days, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the development as set forth in this declaration. Upon approval of plans and specifications, no further approval as provided in this document shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specific actions (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed.

Refusal of approval of plans and specifications may be based by the Design Review Board upon any ground which is consistent with the objects and purposes of this declaration, including purely aesthetic considerations.

31. ON STREET PARKING. There shall be no "on-street" parking by anyone in said Subdivision on a regular basis. Each owner shall provide for parking of at least two (2) automobiles in garages, equipped with automatic garage doors, prior to occupancy of the Dwellings owned or maintained by such Owner. All automobiles owned or used by Owners or Occupants other than temporary guests and visitors shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage or otherwise so that they become unavailable for parking cars therein.

32. 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 and trash containers must be placed in enclosed areas of the rear or side yard and 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 carries or otherwise "animal-proofed" so that dogs and/or other animals cannot get into the containers. Containers may not be placed at roadside earlier than one day before trash pickup and removed from roadside on the same day of trash pickup.

33. 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.

34. LAWN CARE. Improved Sites must be kept fully seeded and or sodded with grass and regularly cut from the street curb back to the tree line. All grass must be mowed below a height of six inches (6") and no shorter than 2 inches (2"). All front yards and all side yards to the extent visible from the street, shall be sod with tall fescue and irrigated with underground sprinkler system as noted in section 5 of these restrictions. Also no cars may be parked in yards at any time.

35. WINDOWS APPEARANCE AND WINDOW AIR CONDITIONERS OR IN-WALL UNITS. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted.

36. GARAGE DOORS. When not in use all Garage doors shall be kept closed.

37. LAUNDRY. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other Items be hung on any railing, fence, hedge, or wall. Furthermore no Owner, guest, or tenant, shall hang laundry from any area 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 Association during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

38. 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

39. SUBDIVISION SIGN. There shall be a Subdivision sign built upon and installed by the Subdivision Developer upon one of the subdivision entry lots no later than the time when 100% of the plated subdivision lots have been sold. All subdivision lots owners shall be required to form a Homeowners Association, which shall be incorporated and governed by by-laws to be set up by the Corporation. The Homeowners Association shall elect a Board of Directors who shall also elect the Design Review Board.



However, until such time as 100% of the lots are sold, the Subdivision Developer shall serve as the Board of Directors and shall also serve as the Design Review Board. After the time that the Homeowners Association is formed, the Homeowners Association shall elect the Board of Directors and shall set the annual dues for Homeowners Association membership. Each one lot shall be given one vote in the Homeowners Association. The Homeowners Association shall be responsible for the maintenance and upkeep of all Subdivision common areas including but not limited to the signage and the landscape area around the signage as well as any irrigation system around the sign. There shall be an easement around the Subdivision sign area for the purpose of maintaining landscaping and for the purpose of continuing to maintain said sign and sign landscape area. Said easement to maintain the sign and for the location of the sign shall be perpetual and inure to the benefit of each of the Subdivision lot owners. Said easement area shall only be for that area located immediately around the sign and shall have no other encroachment rights what so ever upon the lot which the sign is located.

40. 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 often (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. At a minimum, all of these restrictions must be given in printed form at or before closing for an existing dwelling or at least 10 days before closing on an undeveloped lot sale to each new land and/or homeowner by the current land or homeowner.

41. 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

42. 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 LAND (S) WHETHER ADJOINING OR OTHERWISE OWNED NOW OR IN THE FUTURE BY THE OWNER/DEVELOPER OF UNITY SUBDIVISION.

43. ARCHITECTURAL REVIEW COMMITTEE/DESIGN REVIEW COMMITTEE. The Architectural Review Committee/Design Review Committee shall be elected by the Homeowners Association after the same has been formed. Until such time, the Homeowners Association is properly formed; the Subdivision Developer shall act as the Architectural Review Committee and Design Review Committee. After such time as the Association is formed, the Association shall elect these Committees which shall consist of a minimum of three members who shall serve a two year term unless otherwise changed by the constitution and/or by-laws of the Homeowners Association.



Seven Oaks Development, a  
Tennessee General Partnership

Lewis A. McNeely

By: Lewis A. McNeely, General Partner

David J. Andrews

By: David J. Andrews

Brian K. Simonson

By: Brian K. Simonson

STATE OF: Tennessee  
COUNTY OF: Bradley

On this 26<sup>th</sup> day of March, 2007, before me personally appeared Lewis A. McNeely, David J. Andrews and Brian K. Simonson, General Partners of, Seven Oaks Development, a Tennessee General Partnership, to me known to be the person(s) described in and who executed the foregoing instrument as such General Partners and acknowledged that they executed the same as General Partners of Seven Oaks Development, a Tennessee General Partnership, as their free act and deed and had such authority to do so.

Nichole Sims

My Commission Expires:

8-20-08



BK/PG: 1734/789-797

**07030586**

9 PGS : AL - RESTRICTIONS	
MISSY BATCH: 44770	
03/26/2007 - 01:30 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	45.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	47.00

STATE OF TENNESSEE, BRADLEY COUNTY

**RAYMOND SWAFFORD**  
REGISTER OF DEEDS