

Amendment #1 of the
DECLARATION OF RESTRICTIONS
EMERALD HILLS SUBDIVISION

June 10, 2011

This amendment supersedes and replaces any and all covenants and restrictions, whether of record or wherever privately or publicly disclosed.

WHEREAS, the undersigned, Emerald Hills, Inc., hereinafter called the "Developer" or "Owner" of a tract of land known as EMERALD HILLS SUBDIVISION, a plat of which is of record in Map Book _____, Page _____ in the Register of Deeds Office, Bradley County, Tennessee. These restrictions shall apply to all lands being shown on said plat of record and

WHEREAS, the said Owner is desirous of enhancing the value and desirability of said lots in said subdivision as residential sites, that certain restrictive covenants be declared and placed on public record for the mutual benefit and protection of all lot owners in said subdivision, in order to establish a sound value for all lots of said subdivision. The following uniform set of restrictions regulates the use and ownership of all the lots in said Emerald Hills Subdivision. These covenants shall be binding on the present owner, and all subsequent owners of any lot or lots in said subdivision.

NOW THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said Developer and Owner does hereby covenant and agree with all subsequent owners of lots in said subdivision that the following restrictive covenants shall be covenants running with the land and shall be binding on all subsequent owners thereof, and shall inure to the benefit of all owners of any of said lots in the subdivision:

No building, residence, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee. This committee shall be directed by the overall purposes, specifications and restrictions imposed herein, applicable state and local agencies, and taking into consideration the topography of each lot and the adaptability of the proposed structure of said lot.

The Developer shall serve as the initial member of said Committee until the Developer appoints other individuals to comprise said committee. Approval for Variance from the terms of the covenants stated herein will not be unreasonably withheld.

However, the Architectural Review Committee shall have full power and authority to deny permission for construction of any dwelling, fence, wall, building, residence or other structure that in its opinion does not meet the requirements and/or accomplish the purposes which were intended by these restrictions, including, but not limited to aesthetic appeal and uniformity of construction in the surrounding lots in the subdivision.

Appeal of any decision made by the Architectural Review Committee may be made to a panel of five members of the Emerald Hills Homeowners Association, which is the corporate, non-profit homeowner's association. The lot owner shall designate his/her choice of two panel members, the Architectural Review Committee shall designate their choice of two panel members, and those four panel members shall select a fifth member.

Each of these covenants is severable and if any covenant is found to be unenforceable or invalid, the remaining covenants that are enforceable and valid shall be in full effect. The Owner or any lot owner within the subdivision shall have standing to proceed in court to enjoin any violation of these covenants and the prevailing party shall be liable for court costs and attorney fees incurred in such litigation.

Developer, Home Owners Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant by the preceding shall in no event be

deemed a waiver of the right to do so thereafter.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

1. These covenants are to take effect from the date hereof, and shall be binding on all parties and all persons claiming under them until January 1st, 2030, at which time said covenants shall be automatically extended for successive periods of five years unless by two-thirds vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. Each owner may be entitled to one vote for each lot that he or she owns. A written agreement to change said covenants must be a signed agreement and shall be certified by the Bradley County Register's Office.

2. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing so or to recover damages or other dues for such violation.

3. Invalidation of any one of these covenants by judgment or court order or a government agency shall not in any way affect any of the other provisions that shall remain in full force and effect.

4. All numbered lots in the subdivision shall be known and designated as residential lots. Except as otherwise provided herein, no structure shall be erected, altered, or placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height plus a basement. Un-numbered lots shall be governed by a separate set of covenants and restrictions, and shall have their own Homeowners Association which consists of unnumbered lots.

5. Not more than one dwelling house may be erected on any lot and no lot may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other proceeds or process of any kind, except for the purpose of increasing the size of another lot.

6. The following schedule of the minimum total heated living area shall prevail as per the following schedule, excluding garages or underground basement areas:

Lot group	A	B	C	D
Single story residence,	2,200sf	1,800sf	1,400sf	1,200sf
One & one half story,	2,400	2,000	1,600	1,400
Two story +,	2,800	2,200	1,800	1,600
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All residences must have an attached two car, or larger, garage. Upon review the Architectural Review Committee may exempt some of the "C" and "D" lots from the garage requirement. No log or underground homes allowed. The computation of square footages shall be exclusive of porches and covered patios.

7. All chimneys are to be faced with approved masonry or stucco to match foundation or exterior finish grade material.

8. All fences and walls must be attractive and consistent with color and materials used on the house. Chain link fences are prohibited.
9. All radio, short wave or television aerial or antenna, or satellite dish are prohibited in locations where they are visible from any street. Satellite dishes cannot exceed thirty inches in height or diameter and cannot be mounted on front of dwelling or in front yard. Antennas must be installed in attic of structure.
10. Roof pitches shall be 5/12 or steeper for a single floor dwelling, and 6/12 or steeper for a two story + dwelling. The roof composition of all buildings and structures shall be fireproof wood shingles, slate, clay products, or standard composition materials. No tin or metal roofs are permitted. All structures must use an architectural dimensional shingle or better.
11. When the construction of any dwelling is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof.
12. Any residence must be completed twelve months after construction has commenced. No person or persons may occupy a residence until construction is completed and no person shall be allowed to occupy a temporary building or camper during construction. Completion shall include landscaping, all of which said landscaping shall be consistent and in keeping with the surrounding neighborhood.
13. No exposed concrete block shall be permitted. All dwellings shall have a solid foundation of brick, stone, or concrete block faced with brick, stone, or stucco. The front of all structures shall be covered with brick, stone, or stucco. The sides and rear of all structures are prohibited from being covered with vinyl siding but may use Hardy Board or other approved materials. Upon review the Architectural Review Committee may exempt some of the "C" and "D" lots from the side and rear requirements.
14. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance, or nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste materials, or any other refuse shall be deposited or allowed to accumulate or remain on any part of said lots. The burning of trash, leaves, clippings, or other debris or refuse shall not be permitted on any lot without a written permit from any local governing bodies having jurisdiction over such burning.
15. No trailer, mobile home, pre-constructed, modular, or manufactured home shall be placed on any of the lots either temporarily or permanently. Exceptions for pre-constructed materials may be made, upon review by the Architectural Review Committee. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the lots shall be used at any time as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.
16. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No easements, rights of way, or rights of access shall be deeded, granted, or in any way given to any person or companies through any lot in this subdivision. If an owner purchases two or more lots for the purpose of constructing a single residence on two or more lots, the easements which would normally be reserved along the shared lines inside the group shall be extinguished with the approval of the Planning Commission., it being the intent of the Owner that the

homeowner shall be able to purchase two or more lots and build a single residence upon the group without regard to the location of the interior lot lines. Owner further retains utility easements, as shown on recorded plat, around all lots for utility and maintenance work area and said easements shall be for the benefit of both the Owner and the Utility. The owner of any lot upon which construction is ongoing shall be responsible for rocking the driveways and other construction entranceways during construction and further insuring that the streets remain clear of construction debris.

17. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs of not more than five square feet used by the builder to advertise the property during the construction and sales period. Developer reserves the right to display signs of a larger size for promotion of the development.

18. All driveways shall be concrete material or better. No asphalt driveways are permitted.

19. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containing equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and out of the sight of the general public. Containers may not be visible from the street.

20. No animals, livestock, or poultry of any kind shall be raised, bred, maintained, or kept on any lot for any purpose except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes. No more than three dogs and/or cats shall be allowed on any lot. If any pets are kept outside, they must be kept in a fenced area, placed on a leash, or otherwise kept under the strict control of their owner. No animal shall be allowed to run loose within the subdivision.

21. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or for natural gas shall be erected, maintained, or permitted upon any lot.

22. The owners of each developed and undeveloped lot, including fences, shall keep his/her lot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall maintain such lot at all times in a safe, neat and attractive condition so as not to create hazard, nuisance, or unsightly appearance of any lot. No garbage, brush or other debris may accumulate upon any lot. The standard by which this provision shall be enforced is whether an ordinary resident in the same subdivision would feel offended by the condition of the lot at issue.

23. No lot shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any other device capable of killing or injuring.

24. Tractor-trailer rigs and other commercial transport equipment are expressly prohibited from parking on the streets or driveways of any lot in the subdivision.

25. Vegetable gardens may be planted on any lot; however, any such garden shall only be to the side or rear of any house on the lot and in no event shall such garden be planted nearer to the street than the applicable building set back lines.

26. Outbuildings are permissible; however, they must neat and attractive and approved by the Architectural Review Board.

27. Tennis courts and swimming pools are permissible. Pools must have attractive fencing around them.

28. The minimum building setback line for each lot shall be twenty (20) feet on the rear of the lot. The minimum building setback line distance from a right of way line along any street shall be 30 feet unless changed by Architectural Review Board. In the event that two or more lots are combined to form a larger lot, a residence may be located across interior lot lines and setback requirements shall apply to the combined larger lot.

29. No owner shall use a lot or residence thereon, either directly or indirectly, for the purpose of selling or producing any types of goods. Further, no lot owner shall allow his/her lot or residence to be used, either directly or indirectly for the provision of any commercial service.

30. Where ever the word condominium is used it shall be replaced by the word Town House.

30a. Unnumbered lots shall be Town House Lots.

31. Any lot sold and closed shall automatically enroll the owner in the Emerald Hills Homeowners Association. The initial annual fee of ~~\$50~~ per year shall be paid at closing, and shall be prorated to the calendar year.

\$250

Executed by the Owner, this 10th day of June 2011
EMERALD HILLS, INC

By: _____
James Houston, President

Acknowledgment of Corporation

STATE OF TENNESSEE

COUNTY OF _____

Before me, _____ of the state and county mentioned, personally appeared James Houston, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of Emerald Hills, Inc, the within named bargainor, a corporation, and that such president or officer as such, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as James Houston, President of Emerald Hills, Inc.

Witness my hand and seal, at office in _____, this ____ day of June 2011.\

Notary Public