

PREPARED BY BCN (NICK STIPLEY)

8855 RHEA COUNTY HWY

DAYTON, TN 37721

Brookstone Heights
Subdivision Restrictions
Owned and Developed by BCN

The Developers, known as BCN as owners of certain real property located in Rhea County, Dayton, Tennessee, more particularly described in exhibit "A" attached hereto (here in "Property"), desire to create there on a development: Brookstone Heights Subdivision (here in "Development"). The Developers desire to provide for the preservation of the land values and home values when and as the property is improved and desires to subject the development to certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the development and each and every owner of any and all parts thereof.

Now therefore, the Developers subject these lots to the terms of this declaration and declare that the same is and shall be held, transferred, sold, conveyed, leased, occupied and use subject to the covenants, restrictions, conditions, easements, charges, assessments to the term of 25 years and automatic renewal for 10 year. Unless altered or amended by the Developers..

1. Residential Use. All of the lots in the development shall be known as residential lots, and no structure shall be erected, altered, placed, or permitted to remain on any lot other than as provided in these covenants and restrictions or accepted for in a deed of conveyance from the Developers. No residence shall serve as more than one single family dwelling unit at any time, nor used in whole or in part for any business purpose, or for trucks, machinery or other equipment inconsistent with ordinary residential uses.

2. Minimum Square Footage. The single family residential dwellings on the lot shall be a minimum of 1500 square feet of heated living space, excluding garages, porches, and the basement. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of the Developers shall be final.

3. Type of Structures. No house trailer (AKA mobile home), double wide trailer, manufactured home, modular home, panelized home, prefabricated home, block home, tent, shack or camper shall be erected or moved on to any lot within said development. All houses must be stick built on site other than building components (IE, roof trusses, floor trusses, cabinets, I joist, pre-hung doors, etc.)

4. Set-Backs. No building shall be erected on any lot closer than 25 feet from the front property line and 10 ft from the side and 20 feet from the rear property lines, unless the side property line fronts the street, in which case no building shall be erected nearer than 25 ft to such said property line. No Accessory structure building shall be erected in the front yard and can not be closer than 15 feet from the rear property line and 10 feet from the side property line. For the purposes of this section, driveways will not be considered buildings.

5. Utility Easement. A Perpetual easement of 10 feet from the front, side and back property lines is reserved on each lot for the construction and maintenance of utilities such as electricity, gas, water, sewer, drain, etc. All utility services from the street to the building upon each lot shall be buried. There shall be no exposed service connecting wires for electricity, telephone, cable, or otherwise from streets to any structure nor from any other point to any structure.

6. Building Requirements. Building exteriors shall be brick, stone, wood, hardie board, or vinyl. All exteriors not brick or stone must be painted, stained, treated or otherwise finished. There must be a minimum of 30% stone or brick on the front of homes. All homes shall have a minimum of a one-car attached garage. All structures including garages and accessory structure buildings shall be constructed of new materials, 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. Any accessory structure building must match the exteriors of the home and meet all the building requirements. All foundations shall be brick, stone, or stucco. All building plans must be approved by the developers before construction begins.

7. Sidewalk / Mailboxes. All lots must have a sidewalk installed within 12 months of purchase regardless of structure built on said lot. Sidewalks must be 3 feet from the curb with grass between the curb and sidewalk. The sidewalk will be 5 feet wide and 4 inches thick with a 3000 PSI and fiber concrete mixture. Sidewalk lighting is required and will be installed on the mailbox with electric or solar power functionality and is the responsibility of the owner of said lot. Mailboxes shall be constructed with the same brick or stone used on the front of home. If mailboxes are deemed to be centrally located by the USPS, a black cast iron looking electric or solar powered light will be required in between the curb and sidewalk spaced evenly on the said lot and is the responsibility of the owner of said lot to maintain.

8. Roofing. Roofs must be asphalt shingles and have a minimum of a 5/12 pitch or greater. Metal roofing must be approved by the Developers.

9. Time of Completion / Driveway. Once construction has begun, all residence shall be completed within 12 months of commencement, otherwise it shall be considered a nuisance under the terms of these restrictions. Upon commencement of construction, all driveways must be concrete and have a 3000 PSI and fiber mixture. A tile shall be installed, if necessary, and shall be sufficient to ensure proper drainage. In the event of a dispute regarding drainage, the city of Dayton Street Department will determine the size of tile to be utilized. All lots are to be kept free of trash and debris throughout the construction period.

10. Vehicle Parking and Use. Cars owned by the lot owner shall be parked only in the owner's garage or driveway. Parking on the street or road is strictly prohibited. No tractor trailer commercial truck shall be parked on any lot other than that for delivery purposes. No vehicle shall be allowed to sit outside any enclosed area that cannot move or operate on its own power or is missing any wheels or tires that would prevent it from being able to be moved under its own power. No inoperable vehicle shall be maintained on the property except in the garage or

enclosed building. Any violation of this covenant will be a nuisance, per se and is deemed an "offensive activity".

11. Unightly Conditions. All Lots in the development must, from the date of purchase, be maintained by the owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees, and other debris being moved when needed). Tree limbs, rocks and other debris must be kept out of the street. All trash, garbage and debris shall be kept in closed containers and shall be removed from the property regularly and not allowed to accumulate. The Developers reserve the right to remove dangerous or dead trees, breyers, weeds, vines, etc, from any vacant lot so long as it is vacant, at the owner's expense, if deemed necessary by the Developers.

12. Occupancy Before Completion. No owner, guest, or resident shall occupy any dwelling unit prior to full and final completion.

13. Animals. No animals, livestock or poultry of any kind shall be raised, bread or kept on any lot in the subdivision, except dogs, cats or other household pets, provided that they are not kept, bread or maintained for any commercial purposes. Pet owners may not allow pets to roam unattended. The animal owners shall also muzzle any pet which constantly barks or makes other noises of nuisance. If the nuisance noise persist, the owner shall have the animal removed from the development. If the animal owner refuses or fails to comply with any portion of this section, it shall be deemed an "offensive activity".

14. Offensive Activity. No obnoxious or offensive activities shall be carried on or around lot, nor shall anything be done there on which may become an annoyance, discomfort, embarrassment, or nuisance to the development. Non removal of all building materials, such as block, bricks, lumber, ect, from view for 90 days after occupancy of a dwelling shall be considered a nuisance. No junk yards or collection of junk, scrap material or debris shall be allowed to rest outside an enclosed area. Any dwelling unit, which has been destroyed or damaged by any degree, which is externally visible, shall be repaired or removed within 60 days from such destruction or damage. The failure to do so shall be considered a nuisance.

15. Fences. No fences shall be allowed in the front of the dwelling unit without a prior written consent of the developer. Except as otherwise permitted by the developer, fences are strictly restricted to the rear of the dwelling unit and must not exceed 6 feet in height. Fences shall be properly maintained and is to be aesthetically pleasing. All fences must be approved by the developer prior to construction..

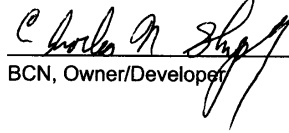
16. Governance. These covenants and restrictions shall be governed by the laws of the state of Tennessee. The invalidation of any of these cabinets or any word, phrase, or clause there in by judgment, court order, or otherwise, shall not affect any other provisions, all of which shall remain in full force and effect.

17. Violation of Covenants. In the event that any one or more of the foregoing restrictive conditions be violated or attempt to be violated by any party, owner, guest or residents, it shall be lawful for the undersigned, one or more of them, their successors, errors or signs, or any person or persons owning any lot in the said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such cabinets or conditions; and, to prevent such violation, including reasonable attorneys fees and court costs, which shall constitute liquidated damages.

Signed this 2 day of MARCH, 2020



BCN, Owner/Developer



BCN, Owner/Developer

BCN, Owner/Developer

State of Tennessee
 County of ~~Rhea~~ Haver
 Sworn to and subscribed before me
 this 2 day of March, 2020
Teressa Hulgan
 My Comm. Expires 03/22
 Public Notary
 COUNTY TENNESSEE

BK/PG: 481/583-587
20000822

5 PGS-AL-AGREEMENT	
JAN BATCH: 66737	03/02/2020 - 02:00 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, RHEA COUNTY
TERESA HULGAN
 REGISTER OF DEEDS

BK/PG: RS3/227-231
20000823

5 PGS-AL-SUB. RESTRICTIONS	
JAN BATCH: 66737	03/02/2020 - 02:00 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	0.00
ARCHIVE FEE	0.00
DP FEE	0.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	0.00

STATE OF TENNESSEE, RHEA COUNTY
TERESA HULGAN
 REGISTER OF DEEDS

Exhibit A

