

Prepared by:
Jason Pankratz, President
Country Meadows Corporation

RESTRICTIVE COVENANTS
FOR
SILVER BROOK

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, THE UNDERSIGNED, COUNTRY MEADOWS CORP. HEREINAFTER REFERRED TO AS "DEVELOPER" IS THE OWNER IN FEE SIMPLE OF ALL LOTS SITUATED IN THE 8TH CIVIL DISTRICT OF BLOUNT COUNTY, TENNESSEE, IN WHAT IS KNOWN AND DESIGNATED AS SILVER BROOK, LOTS 1-19, 21 (excluding lots 20 and 2R), PLAT OF WHICH IS OF RECORD IN MAP FILE _____ IN THE REGISTER'S OFFICE FOR BLOUNT COUNTY, TENNESSEE; AND

WHEREAS, THE UNDERSIGNED IS DESIROUS OF ENHANCING THE VALUE AND DESIRABILITY OF SAID LOTS IN SAID SUBDIVISION AS RESIDENTIAL SITES BY IMPOSING CERTAIN RESTRICTIVE OR PROTECTIVE COVENANTS AND CERTAIN EASEMENTS ON SAID LOTS.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE UNDERSIGNED HAVE FIXED AND DO HEREBY IMPOSE THE FOLLOWING UNIFORM SET OF RESTRICTIONS REGULATING THE USE AND OWNERSHIP OF ALL THE LOTS IN SAID SILVER BROOK TO WIT:

1. Lots 20 and 2R will be excluded from these restrictions, its owner(s) will have no vote in the HOA of Silver Brook, nor will the owner(s) of lots 20 and 2R have any responsibilities as set forth in these restrictions. Lots 20 and 2R's owner(s) will not need to sign these restrictions for any changes or modifications.
2. Only one single family residence shall be permitted on any lot and said lots shall not be further subdivided, but may be re-platted to alter lot lines if approved by governmental authorities.
3. Each residence shall be connected to septic or sewer (when available).
4. **Architectural Review:** Prior to construction, house plans and all other improvements must be submitted in duplicate to the developer, and or its heirs and assigns, for this review. The Developer, and or its heirs and assigns, shall have sole and exclusive right to approve plans for aesthetic reasons, not structural. One set of plans shall remain the property of the Developer.

Neither the Developer, and or its heirs and assigns, shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval of disapproval or failure to approve any plans. Every person and entity who submits plans to the Developer agrees, by submission of such plans, that he or it will not bring any action or suit against the Developer, and or its heirs and assigns by reason of the approval or disapproval of such plans. Upon receipt of plans, the Developer has 21 days to review the plans, if the Developer does not respond, the plans shall be deemed approved.

Developer shall approve or deny all exterior elevations, exterior materials, and specifications, exterior color schemes, and site plans.

Plans shall be submitted to: Country Meadows Corp.
P.O. Box 5687
Maryville, TN 37802-5687

Phone: 865-310-6692

5. Building setback lines shall be as shown on the recorded plat.

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6. DWELLING DESIGN REQUIREMENTS.

- (1) Finish building materials shall be applied consistently to all sides of the exterior of buildings. Exterior materials shall be brick, stone, stucco, wood siding, manufactured stone/brick, vinyl siding for soldier courses along porch beams, or synthetic shingles. The Developer must approve all other desired materials.
 - (2) There will be no exposed concrete block on any dwelling. Split face block may be used for retaining wall purposes if it is painted to match the structure on the property with the approval of the Developer.
 - (3) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of dwellings shall contain not less than 2000 square feet. No dwelling shall be constructed exceeding two and one-half stories in height on any lot.
 - (4) Roofing materials must be one of the following: architectural dimensional shingle with colors of weathered wood, slate blend, or charcoal gray, cedar shake, "supra-slate" or approved equal: or slate. Roof pitch must be 7/12 or higher. Porch roofs or minor accent roofs may have a lesser pitch if approved by the Developer.
 - (5) Driveways must be composed of concrete, brick pavers, or professionally laid stone.
 - (6) The Joint Permanent easement serving lots 18 and 19 may be asphalt.
 - (7) No window air conditioning units may be located on any part of any dwelling or accessory structure.
7. No cattle, horses, swine, poultry or other animals shall be kept on any lot except usual and ordinary household pets and no animals of any kind shall be kept for commercial purposes.
 8. No commercial activities of any kind shall be permitted.
 9. House trailers, garage apartments or other similar types of living quarters are prohibited and no recreational vehicles will be regularly parked on any lot in the subdivision.
 10. Each residence shall have sufficient space to park four passenger vehicles off the street.
 11. All lots shall be kept in a neat and clean condition at all times and no accumulation of trash, debris, and no used or junk cars shall be permitted (only vehicles regularly used for transportation by residents shall be permitted).
 12. No commercial signs shall be permitted on any lot except during construction and "for sale" signs that do not exceed sixteen square feet.
 13. No chain link fencing. Fences shall not be over 6 feet in height. Only back yards may be fenced: no fencing is permitted along the front or side yard. The Developer must approve any exceptions.
 14. Any outbuilding shall be of the same construction and/or appearance as the exterior of the residence.
 15. All construction upon lots in the subdivision shall be completed within one year. If a construction project remains dormant for more than 30 days without the developer's permission, then the developer or HOA may have the project cleaned up at the lot owners' expense.
 16. All lots shall be mowed and kept in a neat and safe manner. If the developer determines the lots need to be mowed, then the developer may hire the lots to be mowed and bill the lot owner.
 17. The joint permanent easement for lots 18 and 19 is solely the joint responsibility of the lot owners of lots 18 and 19 to maintain in perpetuity. The Property Owner's Association shall not participate in the maintenance of this easement.

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18. MISCELLANEOUS RESTRICTIONS

- (1) Mailboxes shall be of a traditional type and design consistent with the overall character and appearance of the neighborhood and shall be approved by the Developer. Only one mailbox shall be located on any lot. All mailboxes shall include only the surname if desired and house number and shall be located as prescribed by the United States Postal Service.
- (2) No outside radio transmissions towers, receiving antennas, satellite antennas or dishes or solar panels may be installed or used, except as approved by the Developer.
- (3) No one shall be permitted to store or park house trailers, campers, motor homes, pleasure or fishing boats, trailers or other similar type vehicles on or about said residences unless the same are stored or parked inside a garage or screened from the street so as not to be readily visible from the street or adjoining properties. No automobiles shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any lot.
- (4) Builders shall be responsible for providing silt control devices on each lot during construction activities. Builder and/or Owner shall be responsible for repair to curbs, or any other improvements damaged during construction.
- (5) Curbing is to remain in place, no curbing may be removed without the written permission of the Blount County Highway Department.
- (6) Clotheslines and other devices or structures designed and customarily used for the drying or airing of clothes, blankets, bed linen, towels, rugs or any other type of household ware shall not be permitted and it shall be strictly prohibited for articles or items of any description of kind to be displayed or placed on the yard or exterior of any dwellings for the purpose of drying, airing or curing of said items.

19. COMMON ELEMENTS as listed in Section 2 of By-Laws of Silver Brook Subdivision this shall consist of entry sign (lot 1), sign easement (lot 1), drainage pipe for the detention pond (lots 10, 21), drainage pipe for the detention pond (lot 21), detention pond (lot 21) all of which are contained in drainage easements. All common elements shall be the joint responsibility of the all Silver Brook property owners. Access shall be granted for all property owners or their agents to these areas for the purpose of upkeep and maintenance.

20. ENFORCEMENT: 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 real property situated in said Silver Brook, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either enjoin him or them from so doing or to recover damages or any other dues for such violations. Incident violator or violators shall also be liable for any such other and additional damages as may occur including but not limited to, court costs.

21. WAIVER. That for the purpose of property improvement as long as it retains record ownership of any lots in the subdivision, the Developer reserves the right to grant waivers from these restrictive covenants. Other owners of lots in the subdivision shall not be entitled to bring suit to enforce the compliance of the original restriction where a waiver has been given by the Developer, nor is any other entitled to damages from the developer for any waiver granted by him.

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22. **PROPERTY OWNERS ASSOCIATION:** By accepting a deed conveying a lot or lots of Silver Brook, the lot owner is acknowledging joint responsibility for the maintenance and repair of the common elements. An Owners Association is established simultaneously to the development of this subdivision. This Association is a not-for-profit organization with a President and Secretary/Treasurer. The Association shall have at least one (1) meeting of the membership per year. The Association's responsibilities shall include the maintenance and repair of the areas designated in Section 2 of the By-Laws of Silver Brook Property Owners Association. The Association may periodically set maintenance fees to be assessed to each member of the Association. Further the association is empowered to collect these fees and to pursue any legal rights for non-payment of the fees including the filing of a lien against any lot. The by-laws of the Property Owners Association shall be as follows:

BY-LAWS
OF
SILVER BROOK
PROPERTY OWNERS ASSOCIATION

Section 1. "Association" shall mean and refer to Silver Brook Property Owner's Association, a non-profit organization.

Section 2. The common elements shall consist of the following:

- a. A drainage pipe and easement located on Lots 10 and 21;
- b. The detention pond and easement located on Lot 21;
- c. A drainage pipe and easement located on Lot 21 for the detention pond;
- d. The sign and sign easement located on Lot 1.

Section 3. Every person or entity who is the owner of a fee or undivided fee interest in any lot which is subject to covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. In the event that a lot is owned by one or more persons, the co-owners shall designate the representative to the Property Owners Association.

Section 4: All members are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of a lot and shall become a lien upon the lot against which such assessments are made.

Section 5: The owner of any lot, by acceptance of the deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual, quarterly or monthly assessments of charges (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, quarterly, or monthly assessments and special assessments, together with such interest thereon and costs of collection thereof as may be hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. The lien imposed by this section shall be inferior to any mortgage properly recorded at the time when the lien is created. Each such assessment, together with such interest thereon and cost of obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 6: The Association shall have one (1) class of voting membership. Each lot owner shall have one vote in the Association.

Section 7. The officers of the Association shall be a president, a secretary, and a treasurer.

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All officers shall be members of the Association. The officers shall be chosen by a majority vote of the members. All officers shall hold office at the pleasure of the Association.

The President shall preside at all meetings of the Association.

The Secretary shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Association.

These restrictions shall run for a period of ten (10) years and shall automatically renew unless a document signed by four-fifths (4/5) of the owners is recorded which modifies, amends or revokes the covenants. Such amendments shall be certified by written instrument signed by the property owners and recorded in the Blount County Register's Office. However the obligation to maintain the common elements may not be modified by a future amendment.

IN WITNESS WHEREOF, we have set out hands and seals on this _____ day of _____, 2007.

BY:



Jason E. Pankratz, President

Country Meadows Corporation

STATE OF TENNESSEE)
 SS
COUNTY OF BLOUNT)

Before me, the undersigned authority, a Notary Public in and for said county, personally appeared Jason E. Pankratz, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Country Meadows Corporation the within named bargainer, Incorporated in the State of Tennessee, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of President of Country Meadows Corporation.

Witness my hand and seal at office on this the _____ day of _____, 2001.

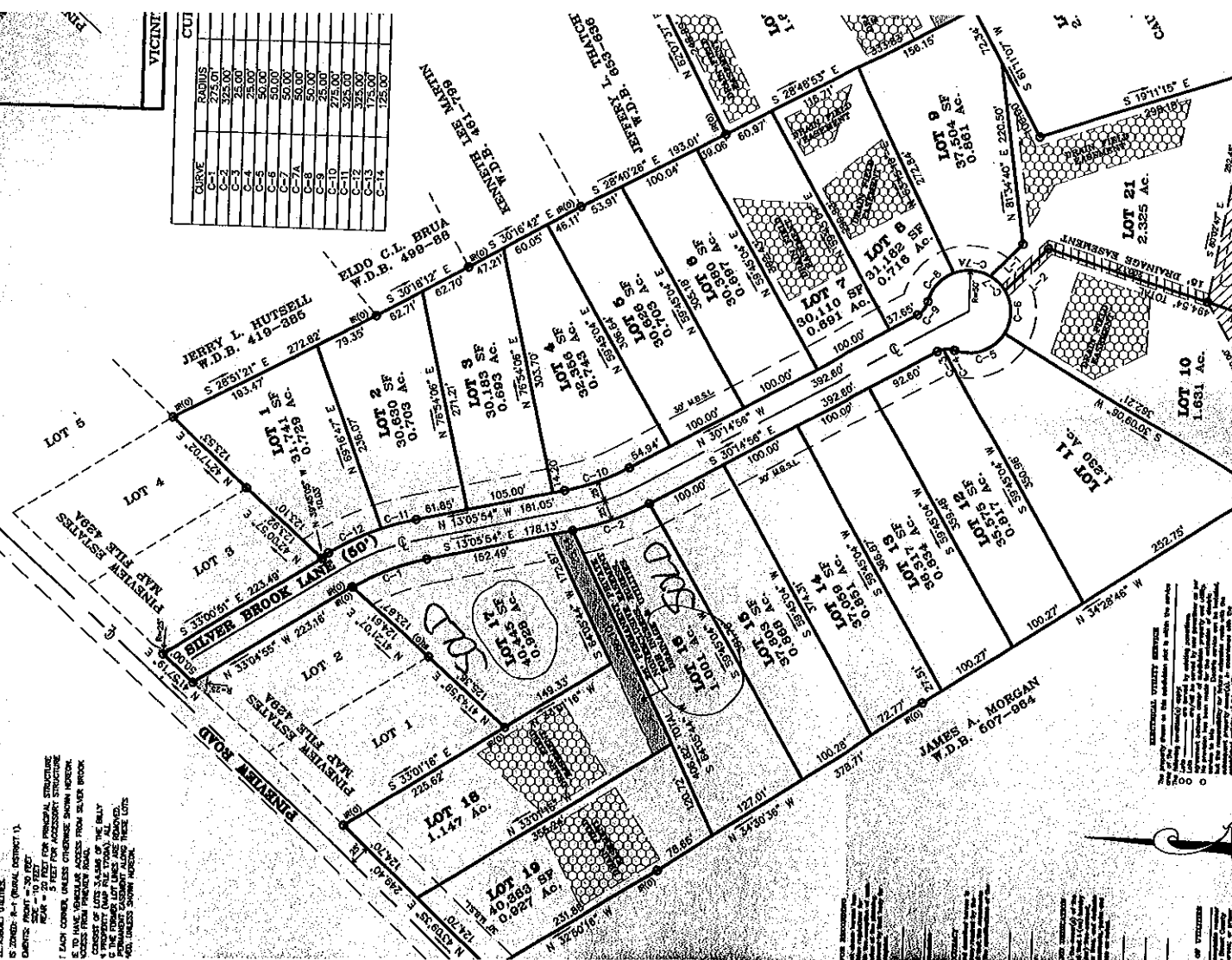
NOTARY PUBLIC

My commission expires:

LINE	DIRECTION	DISTANCE
L-1	S 45°13'21" E	54.75'
L-2	S 45°13'21" E	72.37'

CURVE	RADIUS	CUT
C-1	275.00'	
C-2	225.00'	
C-3	250.00'	
C-4	250.00'	
C-5	300.00'	
C-6	300.00'	
C-7	500.00'	
C-7A	500.00'	
C-8	500.00'	
C-9	250.00'	
C-10	275.00'	
C-11	275.00'	
C-12	325.00'	
C-13	175.00'	
C-14	125.00'	

1. EACH CORNER UNLESS OTHERWISE SHOWN HEREON IS TO HAVE VERTICAL ALIGNMENT FROM BLACK BROOK ROAD TO THE CENTER OF THE ROAD.
 2. PROPERTY LINES AND THE WIDTH OF ALL LOTS AND ALLEYS ARE SHOWN AS PER THE RECORDS OF THE PLAT.
 3. PERMANENT EASEMENTS ARE SHOWN AS PER THE RECORDS OF THE PLAT.
 4. UNLESS SHOWN OTHERWISE, THE WIDTH OF ALL LOTS AND ALLEYS IS AS SHOWN ON THIS PLAT.
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JERRY L. HUTSELL
 W.D.B. 419-886

ELDO C.L. BRUA
 W.D.B. 499-88

JAMES A. MORGAN
 W.D.B. 607-864

EXISTENTIAL UTILITY SERVICE
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