

Penny H Whaley, Register
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THIS INSTRUMENT PREPARED BY COSTNER & GREENE, ATTYS., 315 HIGH
ST., MARYVILLE, TN 37804 BY: STEVEN J. GREENE C&G-7883 dp/rr/sg

DECLARATION OF RESTRICTIONS FOR SWEET GRASS PLANTATION

WHEREAS, SWEET GRASS, LLC, hereinafter referred to as "Developer" is the owner of a certain tract or parcel of property located in the 12th Civil District of Blount County, Tennessee being known as Sweet Grass Plantation as shown by map of record in Map File 2458A in the Register's Office for Blount County, Tennessee, having acquired said property by deed of record in Record Book 2069, Page 2717 in said Register's Office; and,

WHEREAS, the undersigned, desiring to promote the development thereof as a residential subdivision and for the protection of it, its successors in trust or assigns and the protection of future owners of any one or more of said lots; does hereby impose upon the above described property, the following restrictive covenants which shall run with the land, to wit:

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2030, at which time said covenants shall be automatically extended for successive periods of ten years unless the majority of the then owners of the lots vote to change said covenants in whole or in part.
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 so doing or to recover damages or other dues for such violation.
3. Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which 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 stories in height plus a basement and a private garage.

5. No building shall be located nearer than 40 feet from any front lot line, 35 feet from any rear lot line, and 12 feet from any side lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided however, that this shall not be construed to permit any part of the building to encroach upon another lot. For purposes of these setbacks roofed porches shall be considered as a part of the building, uncovered decks shall not be included.

6. Not more than one dwelling house may be erected on any lot as shown on the recorded map and no lot shown on said map 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; provided however, said lots may be reduced in size to alleviate an encroachment or a boundary line problem with an adjoining lot.

7. The design and structure of all dwellings shall meet the following requirements in addition to the other requirements stated in this document:

A) All fencing and walls must be attractive and consistent with the perimeter fence of the subdivision and must be approved by the Architectural Review Committee. Fences may not extend into the front yard beyond the front corners of the main dwelling. Chain link fences and wood fences are prohibited. Any fences along interior lot lines and along roads shall have a finished look on both sides. Fences shall have a minimum of 4 masonry corner posts.

B) No radio or television aerial or antenna, satellite dish, nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building lot or on any portion of any building lot or on any portion of a building lot not occupied by a building or other structure, unless approved by the Architectural Review Committee.

C) Air conditioners and garbage cans shall be concealed from view by appropriate screening which must be approved by the Architectural Review Committee.

D) Roof pitches shall be 8/12 or steeper, unless approved by the Architectural Review Committee and shall consist of laminated dimensional shingle or slate, tile or metal as approved by the Architectural Review Committee.

E) Tennis courts and swimming pools are permissible. Pools shall have attractive fencing around them. Tennis courts must have attractive shrubbery and screening around them. All must be approved by the Architectural Review Committee.

F) All driveways to be paved with concrete or other materials approved by the Architectural Review Committee.

G) No private outside street lights, "Light Watchman" or lighting of similar kind of character shall be erected on any lot without the prior approval of the Architectural Review Committee. Each property owner may erect at his own expense a decorative entrance post light. The placement, design and coloring of the post light must be approved by

the Architectural Review Committee. Exterior holiday lighting and decorating may be regulated by the Architectural Review Committee.

H) All above-ground exterior foundation walls shall be veneered with brick or stone or decorative stucco on stucco houses. Windows must be wood or other premium material unless otherwise approved by the Architectural Review Committee. No aluminum sliding doors will be permitted. No on slab construction shall be permitted.

I) Homes must have nine (9) foot ceilings minimum height on first floor.

J) Plant beds are to be placed around all mailboxes.

K) No dryer or stove vents shall be at front of house.

L) No out-buildings such as tool sheds, carports, or detached garages, shall be built unless approved by the Architectural Review Committee; any such out-buildings shall be in substantial conformity with the architectural design and materials used for the main dwelling.

M) All window screens, door screens, porch screens, or any other screens are to be of a dark color. No bright or silver color screens are to be used.

N) All houses must have a minimum three-car garage that will accommodate at least three large size automobiles, one of which may be located in the basement if there is driveway to same. Garages shall open toward the side or rear of the house unless otherwise approved by the Architectural Review Committee. All curb cuts on corner lots to be on cul-de-sacs.

O) All telephone, electric and other utilities lines and connections between the main utilities lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible. Each lot owner requiring an original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires, conductors and other electric facilities from the point of the applicable transformer to the residence buildings on the lot and all of same shall be and remain the property of the owner from time to time of each lot. The owner from time to time of each lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the residence buildings on his lot.

P) Only one mailbox shall be located on any lot. All mailboxes shall be of masonry construction (either brick, stone or stucco) and consistent with materials used in the house. The placement and design of the mailbox must be approved by the Architectural Review Committee. Brass plaques with street number and Sweet Grass Plantation logo to be used on mailboxes. Developer shall provide design dimensions for plaques.

Q) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored, placed or left on any lot except for purposes of construction of a dwelling or accessory structure on such lot, nor shall any such building materials or devices be stored on any lot for longer than the length of time reasonably necessary to complete the construction in which such materials or devices are to be used.

R) No later than thirty (30) days after completion of dwelling all yard areas of such lot must be planted with grass or have other suitable ground cover as approved by the Architectural Review Committee. Prior to occupancy, each dwelling must be completely finished on the exterior, and the driveway appurtenant thereto must have been paved.

S) Any person undertaking any construction on a lot and the owner of such lot shall be responsible for maintaining the continuing cleanliness of, and repairing any damage to, any curbing, gutter or street resulting from construction on such lot.

T) No trees, such as Leland Cypress trees, which obstruct the view of others shall be permitted. All landscaping, including but not limited to trees, plants, shrubs and bushes are subject to approval by the Architectural Review Committee.

8. 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.

9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

11. 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 used by the builder to advertise the property during the construction and sales period or advertising the property for sale at any time. Developer reserves the right to display signs of a larger size for promotion of the development.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for commercial purposes and are not a nuisance to the subdivision. Pets shall be carefully maintained by their owners and shall not run free outside their owner's lot, nor shall they run free on their owners lot, but shall be maintained inside the dwelling. There shall be no kennels or pet enclosures constructed or placed on any lot.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in clean and sanitary condition and shall be screened.

14. All lots shall be subject to the following minimum square footage requirements for the main dwelling:

- a) Houses with one and one-half or two stories shall contain 1,500 square feet on the main level and a total of 3,000 square feet on both floors.
- b) Houses with one floor or one floor and a basement shall contain at least 2,400 square feet on the uppermost level.
- c) Multi-level houses will be considered on an individual basis by the Architectural Committee.

The computation of square footage shall be exclusive of porches and garages and shall apply only to finished, heated areas.

15. Recreation Vehicles - Recreational vehicles including camping trailers, boats, motor homes, and the like shall be parked in a garage or basement and shall be out of sight to the general public.

16. No owner of any lot in the subdivision shall lease the lot or improvements for a term of less than twelve (12) months.

17. A committee shall be created known as "the Architectural Review Committee". Said Committee composed of John Weston and two (2) other individuals appointed by John Weston, one of which shall be an architect. John Weston shall have the authority to replace committee members at any time and for any reason. In the event of the death of John Weston, the Executor(s) of his estate shall exercise his powers under this paragraph. After seventy-five percent (75%) of the lots in this subdivision have been sold, all members of this Committee shall be elected by a majority vote of the Sweet Grass Plantation lot owners, each owner having one vote per lot.

Owners of each lot shall submit to the present Architectural Review Committee their ballot voting for three members of the committee prior to December 31st for the next calendar year. Of the three members selected, the one getting the most votes shall act as chairman of the Committee. In the event any of the three members selected decline to serve or resign for any reason during the year, the person receiving the next highest number of votes shall become a member of the committee to take the place of the member declining to serve or to fill the remaining term of a resigning member.

No building shall be erected, placed, altered or permitted to remain on a building lot in the subdivision until the building plans and specifications and the lot plans showing the location of such building or alteration have been approved in writing as to conformity and harmony with the existing structures in the subdivision. Further each owner shall pay to the Architectural Review Committee a non-refundable Five Hundred and 00/100 Dollar (\$500.00) fee for review of said plans and specifications which shall be payable at the time of the submission of the plans and specifications to the Architectural Review Committee. In the event said committee fails to approve or disapprove such design and location within fourteen (14) days after said plans and specifications have been submitted to it, said plans shall be deemed approved. In the event said Architectural Review Committee rejects plans submitted for approval under this paragraph, upon written request or

application of 75% of the parties owning lots within a 300 ft. radius of the lot in question at the time said approval is requested, stating that said owners of said property within 300 ft. radius desire the approval be given, the same shall be deemed approved by the Architectural Review Committee. A complete set of plans and specifications of the house to be built shall be left with said Architectural Review Committee during the time of construction.

For the purpose of further ensuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides and from all points of view, the Architectural Review Committee has the exclusive power and discretion to control and approve all of the buildings, structures, materials, landscaping and other improvements on each building lot in the manner and to the extent set forth herein. No residence or other building, and no fence, walls, utility yard, delivery, swimming pool or other structure or improvement, regardless of size or purpose, whether attached, or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation of on-site sewage and water facilities, and such other information as the Architectural Review Committee shall require, including, if so required, plans for the grading and landscaping of the building lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Architectural Committee, and until a copy of all such plans and specifications, as finally approved by the Architectural Review Committee, have been logged permanently with the Architectural Review Committee. The Architectural Review Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans for the owners of said land or contiguous land. In passing upon such building plans and specifications and lot grading and landscaping plans, the Architectural Review Committee may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building lot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, and the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. All new construction plans must be accompanied by a landscape and site plan in order to ensure proper landscaping of each lot.

18. The Developer herein has provided a common area of approximately 5½ acres which is currently planned to be used by the residents as a lake or, in the event the property is deemed by the Developer not to be appropriate as a lake, the area will be dedicated as common area to be used as a park by the property owners. Any repairs or changes in said common area will be the responsibility of Developer until 75% of the lots have been sold or within four years from the sale of the first lot, whichever

occurs first. From that point, thereafter, any and all repairs will be the full responsibility of Sweetgrass Homeowners Association.

19. The owner of any lot, by acceptance of the deed thereof, agrees to pay to Developer the annual sum of \$_____ for mowing and maintenance of said lot until a house is erected upon said lot. The maintenance fee will be prorated from the time of closing through the remainder of the year. At the beginning of construction of a house upon any lot, Developer will refund to the owner the prorated share of the lot maintenance fee for the remaining year.

20. The Developer, Sweet Grass, LLC, shall have the right to amend these restrictions at any time so long as it owns greater than 25 percent of the subdivision lots. For purposes of this percentage included are any lots which the Developer hereinafter subjects to these restrictions and which are adopted as property included within Sweet Grass Plantation. Thereafter, these restrictions may be amended by a _____% vote of the lot owners. The Architectural Committee shall have the sole right to grant variances of these restrictions. All such variances and amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, and shall be for the purpose of curing any ambiguity in any inconsistency between the provisions contained herein, to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained. Further the Architectural Committee may release any building lot from any part of the covenants and restrictions (including, without limiting the foregoing, building restriction lines and provisions hereof relating thereto) if the Architectural Committee, in its sole judgment, determines that such release is reasonable and does not substantially affect any other building lot in an adverse manner.

**BY-LAWS OF SWEET GRASS PLANTATION
HOMEOWNERS ASSOCIATION**

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1. 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 or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as determined at the first meeting of the Homeowners Association. 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 collection thereof as hereinabove provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 2008, provided however, that if the Developer is unable to fully develop the property and sell all recorded lots to owners by reason of ban, moratorium or restriction imposed by any government, governmental agency, or public utility, then this date shall be extended for a period equal to the period between the date on which such ban, moratorium or restriction commenced, and the date upon which such ban, moratorium or restriction terminates or is rescinded, but in no event shall such period be extended for more than five years. From and after the happening of these events, whichever occurs first, the Class B member(s) shall be deemed to be Class A member(s) entitled to one vote for each lot in which it holds the interest required for membership under Section 1.

ARTICLE III CONSENT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties, and particularly for

(a) Maintenance, upkeep and improvement of the Common Area, water feature, retention area and drainage easements as described on plat of record in Map File 2458A in the Register's Office for Blount County, Tennessee, and upon any future plats as to Sweet Grass Plantation as may be approved and recorded at the Register's Office for Blount County, Tennessee.

(b) Maintenance, upkeep and improvement of the entrance structures and landscaping of the entryway and all sidewalks within the subdivision and on any future phases or sections of Sweet Grass Plantation to be approved and recorded at the Register's Office for Blount County, Tennessee.

(c) Exterior maintenance upon each lot which is subject to assessment hereunder, as follows: repairs, replacement maintenance, trimming, mowing and care of trees, shrubs and grass. Such exterior maintenance shall not include maintenance of the residence structures.

(d) Maintenance of any other common areas as shown on the plat or plats, hereinabove referred to.

In the event that the need for maintenance or repair of the improvements described in Section 2(a), (b) (c) and (d) above is caused through the willful or negligent acts of its owner, or through the willful or negligence acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$600.00 per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of three-fourths (3/4) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment to an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures, and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of said lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and self this 19th day of June, 2007.

SWEET GRASS, LLC

BY: Freeman Buckner

TITLE: Chief Mgr.

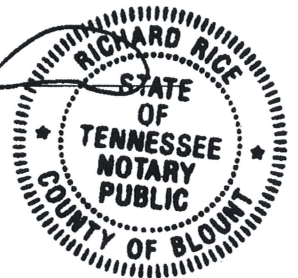


STATE OF TENNESSEE
COUNTY OF BLOUNT

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Freeman Buckner, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the Chief Mgr. of **SWEET GRASS, LLC**, the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and official seal at office this 19th day of June, 2007.

[Signature]
Notary Public



My Commission Expires:

3/22/10