

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
BROOKSTONE RIDGE SUBDIVISION, PHASE ONE, UNIT THREE, AND
PHASE ONE, UNIT FOUR**

This Declaration of Covenants, Conditions, and Restrictions for Brookstone Ridge Subdivision, Phase I, Units Three (3) and Four (4) is made and entered into this 21st day of November 2006, by the Declarant, Brookstone Ridge, LLC, a Tennessee Limited Liability Company.

WITNESSETH:

A. **WHEREAS**, Brookstone Ridge, LLC, a Tennessee Limited Liability Company, hereinafter sometimes referred to as the "Developer," is the owner of those certain lands conveyed by Home Federal Bank to Brookstone Ridge, LLC, by Special Warranty Deed dated January 4, 2006, and recorded in Deed Book 1420, at pages 1994-1997, inclusive, in the Register's Office for Anderson County, Tennessee, on April 12, 2006, to which said instrument reference is hereby made; and

B. **WHEREAS**, the Developer, as the owner of all lots and properties in what is to be known as Phase One (1), Units Three (3) and Four (4) of Brookstone Ridge Subdivision, as identified by the two (2) plats referenced in Paragraph (C) below, desires to provide for the preservation of the values and amenities in said Brookstone Ridge Subdivision, Phase One (1), Units Three (3) and Four (4), and to this end desires to subject all of said lots and properties to the covenants, restrictions, easements, charges, and liens set forth herein, each of which are for the benefit of said lots and property and each owner thereof;

C. **NOW, THEREFORE**, in consideration of the above premises, and in further consideration of the various covenants set forth herein, the sufficiency of which is

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	85.00
DP FEE	1.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	87.00

STATE OF TENNESSEE, ANDERSON COUNTY
TIM SHELTON
REGISTER OF DEEDS

hereby acknowledged, the Developer declares that the lots property known as Brookstone Ridge Subdivision, Phase One (1), Unit Three (3), as shown by Plat of Robert G. Campbell and Associates (Gary Tucker), Registered Land Surveyor Number 1947, dated May 24, 2006, and recorded in Plat Cabinet 7, Slide 149-A, in the Register's Office for Anderson County, Tennessee, on August 23, 2006, and Brookstone Ridge Subdivision, Phase One (1), Unit Four (4), as shown by Plat of Robert G. Campbell and Associates (Gary Tucker), Registered Land Surveyor Number 1947, dated June 16, 2006, and recorded in Plat Cabinet 7, Slide 149-B, in the Register's Office for Anderson County, Tennessee, on August 23, 2006, to which said Plats reference is hereby made, and which said Plats are incorporated herein by reference as completely and fully as if copied verbatim, are and hereafter shall be held, transferred, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens herein set forth:

1. All of the lots and properties constituting Brookstone Ridge Subdivision, Phase One (1), Units Three (3) and Four (4), as referenced in Paragraph (C) above, shall be subject to the Declaration of Covenants, Conditions, and Restrictions as set forth herein.

2. All lots and properties within Brookstone Ridge Subdivision, Phase One (1), Units Three (3) and Four (4), shall be restricted to residential use, and no residential structure may be constructed, placed or allowed to remain on any such lot other than one (1) detached, single family dwelling, except with certain designated lots. All dwelling structures must be permanent. No trailers, modular units, doublewide mobile homes, pre-fabricated homes, pre-constructed homes, panelized homes, or other similar residences

shall be placed on any lot. All residences must be constructed on site. No temporary structures will be allowed.

3. The Brookstone Owners Association, Inc., (hereinafter sometimes referred to as the "Association") has been formed as a non-profit Tennessee Corporation to perform certain functions for the common good and general welfare of the owners of lots and properties in Brookstone Ridge Subdivision, Phase One (1), Units Three (3) and Four (4), as referenced in Paragraph (C) above, and all such owners shall be required to be members of said Brookstone Owners Association, Inc. and shall be subject to the conditions and restrictions herein and the Rules established by said Brookstone Owners Association hereafter.

4. There shall be an assessment of One Hundred (\$100.00) Dollars per year per lot, beginning January 1, 2007, to be paid on an annual basis with the first year to be prorated. Such assessment will be used to provide care for all common areas in Brookstone Ridge Subdivision, Phase One (1), Units Three (3) and Four (4), as referenced in Paragraph (C) above. It is provided, however, that no assessments shall apply to any unsold lots owned by the Developer, and the Developer shall not be required to pay any fees or assessments on any unsold lots or acreage.

5. The Association shall have a lien on all such lots and property to secure the payment of annual charges due and to become due, and the record owners, other than the Developer, shall be personally liable for said charges. Upon demand, the Association shall furnish to any owner or mortgagee or person interested, a certificate showing the unpaid charges against any lot or lots.

6. Upon commencement of construction of any improvement, the construction work thereon shall be completed within six (6) months of the commencement date.

7. Lots shall be used for single family residences only. No trade or business requiring routine deliveries, commercial vehicles, or regular traffic may be conducted from any residence.

8. Lots may not be further divided, whether for purposes of sale or gift, and lot lines must remain intact as shown on the Plats referenced in Paragraph (C) above. No owner other than the Developer may use any Lot, or property within the Development as a means of access (by easement, license, or any method) to any other lot; provided, however, that in the event adjacent lots are and remain under common ownership, then the common owner may construct a single residence on said lots without regard to the interior lot lines and may construct and use a driveway across the adjacent lots for ingress and egress thereto, and in such event the building setbacks otherwise applicable to the interior lot lines shall not be applicable.

9. No improvement shall exceed three (3) ground stories in height, measuring from the finished grade of a lot in the front of the improvement facing a street or roadway. The front of any residences must face the street.

10. The minimum heated living space requirements for the ground story of any improvement, exclusive of open porches and garages, shall be eleven hundred (1100) square feet.

11. In the event of natural or other disaster, all debris will be removed promptly, and within one hundred twenty (120) days, and the property will be returned to its prior condition if no rebuilding is to occur.

12. During any type of construction, the property owner will take precautions to keep the construction site clean and orderly to the extent practicable. The owner shall be responsible for the removal of mud or debris from all streets.

13. Each owner will have responsibility to maintain his/her lot, or improvement in a neat, clean and sanitary condition. Such responsibilities include, but are not limited to, maintaining appropriate paint and stain finishes, re-roofing or replacing shingles and keeping the lot in a well maintained manner. Routine maintenance that does not change the appearance or color of the improvement, such as, repainting and re-roofing, does not require Committee approval.

14. No owner shall allow the lawn grass on a lot to grow in excess of six inches. Should the owner fail to observe this restriction, the Committee shall have the right to have the grass cut. Any costs incurred shall be reimbursed to the Committee by the owner.

15. No signs other than those approved by the Developer or the Brookstone Owners Association, Inc., may be placed on any lot.

16. No fencing shall be allowed except as specifically approved by the Developer or the Brookstone Owners Association, Inc., and any such fence shall not exceed a height of eight (8) feet in the rear of the lots. Under no circumstances shall fencing be allowed in the front yards of the lots.

17. No reflective glass, foil or other reflective materials shall be permitted on any windows. No aluminum or metal window shall be utilized on the front or sides of any improvement. Burglar bars or wrought iron doors shall not be permitted.

18. All mailboxes must be approved by the Committee.

19. Except as permitted by the Committee, all electrical, gas, telephone and cable television meters shall be located at the rear or side of all improvements. All utility cables, lines and wires shall be underground. All exterior heating, ventilating, and air conditioning compressor units and equipment shall be located, to the extent practicable, at the rear of the structure, and if the same are visible from the street, such units and equipment shall be screened from public view by either walls or landscaping to be approved by the Committee.

20. Roads and driveways shall remain as originally constructed unless changes are approved by the Developer or the Brookstone Owners Association, Inc. Driveways must be paved and completed at the time of occupancy of the residence.

21. Satellite dishes shall be of eighteen (18) inches maximum size, and shall not be visible from the street. Radio/television antennae or towers shall not be placed on the structures or lots.

22. Outside clotheslines shall be prohibited.

23. Garbage containers, woodpiles, and equipment shall be kept behind fences or in garages and shall not be visible from the street. Trash containers moved to the roadside for pick-up must be stored away the same day.

24. School buses, trucks, commercial vehicles over one (1) ton capacity, house trailers, mobile homes, motor homes, recreational vehicles, camper trucks with

camper tops, habitable motor vehicles of any kind, junked, inoperable, and/or disassembled vehicles, boats, boat trailers, trailers of any type, or any such like, shall not be permitted on any lot unless stored within a closed garage.

25. Garage doors shall be closed at all times when the garage is not in active immediate use.

26. Recreational and playground equipment must be approved by the Developer or the Brookstone Owners Association, Inc., and must be placed in the rear of the lot.

27. Decorative items such as sculptures, bird baths, bird houses, or plastic or concrete animals visible from the street must be approved by the Developer or the Brookstone Owners Association, Inc.

28. Seasonal or holiday decorations which may include by way of example but not limitation, Christmas lights, pumpkins, and Easter decorations shall be promptly removed from each lot or improvement as soon as the holiday passes. Such decorations shall not create a nuisance.

29. No solar or other energy collection panel, equipment or device shall be installed or maintained, including, without limitation, on the roof of any improvement if the same would be visible from any street or from any other improvement.

30. No plumbing vents, stacks or projections of any type shall be placed on the front of the improvement. All vents, stacks and any other projections from the roof of any improvement shall be located on the rear roof and shall be painted the same color as the roofing material used to the extent practical and shall not be visible from the street.

No projections shall be placed or permitted to remain above the roof except for approved chimneys and vent stacks.

31. The exterior of all chimneys shall be constructed of either brick, matching siding, stone or stucco. All metal or other materials placed around a chimney shall be painted to blend with the color of the roofing material used for such improvement unless approved by the Committee.

32. All exterior lighting must be approved by the Committee.

33. Approved exterior building material finishes include brick, stucco, stone, wood, and to the extent permitted by the Developer or Committee, dryvit and such other materials. All exterior wood surfaces shall be painted or stained. Prohibited exterior finish materials shall include particle board, plywood, and any other type materials as the Developer or Committee may from time to time determine. All brick, stonework and mortar, as to the type, size, color and application, must be approved by the Developer or Committee. All exterior colors, including the color of the roof shingles, brick stone, stucco, wood, trim, cornices, eaves, railings, doors and shutters, shall be subject to Committee approval. Any exterior stuccoed or dryvit finish must be of such permanent quality as to reasonable assure that deterioration from weather and age shall not result in subsequent exposure of the underlying concrete block or other material to which the stuccoed finish is applied. No concrete block or cinder block shall be used as an exposed building surface. Any material used in construction of an improvement, foundation, and retaining walls shall be finished in the same material utilized for the remainder of the improvement by way of example, but not limited to brick, stone, stucco, etc.

34. The colors of all siding, fencing, and roofing shall remain unchanged as the original without prior approval of the Developer or the Brookstone Owners Association, Inc.

35. Domestic house pets shall be allowable on any lot as long as they are not kept for breeding or any commercial purpose. Exotic pets/animals shall be prohibited. Attack animals and animals having a propensity to cause harm to persons or property, such as pit bulls shall be prohibited. No animals shall be permitted to be a nuisance to any of the lot owners, and animals shall not be allowed to run free, and may not be tied. All animal housing shall be approved by the Developer or the Brookstone Owners Association, Inc.

36. Burning or dumping of waste or rubbish shall be prohibited.

37. Offensive, illegal, or noxious activities shall be prohibited. There shall be no activity on any lot which constitutes an annoyance, chronic nuisance, or negative reputation to the community.

38. Window air conditioning units shall be prohibited.

39. Easements for installation and maintenance of utilities (electric power, telephone, water, sewer, CATV, etc.) and drainage facilities are reserved to the Developer. After use has been made of the easements for the purposes intended, no structure, planting or other material shall be placed or permitted to remain within these easements which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

40. The Developer, for itself, its successors and assigns, reserves the permanent easement and right of ingress and egress to pass and repass over all roads, sidewalks and pathways, to and from any additional property which may hereafter be added to and/or incorporated into the development as presently platted in Paragraph (C) above.

41. During the Developer Control Period, which shall be defined as that period of time during which the Developer continues to own any lots in Brookstone Ridge Subdivision, Phase One (1) Units Three (3) and Four (4), and/or any other property contiguous to or in the general area thereof, the Developer shall retain control of The Brookstone Owners Association, Inc. During the Developer Control Period, the Developer shall further have the right, without further consent of the Association Committee or any Owner, to modify or amend the covenants and restrictions contained in this Declaration and to bring within the plan and operation of this Declaration, or to consent thereto, the whole or any portion of any property contiguous or nearly contiguous to the Property and whether or not owned by the Developer. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this subsection shall be made by filing a Record of Supplemental Declaration with respect to the land to be added hereto and which shall extend the operation and effect of the covenants and restrictions of this Declaration thereto, and which, upon filing a Record of a Supplemental Declaration, shall constitute a part of the Property.

- (i) The Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions

contained in this Declaration as may be necessary or convenient, in the sole judgment of the Developer to reflect the different character, if any, of the Additional Property subjected to, and as not materially inconsistent with, this Declaration.

- (ii) In the event that Developer submits the Additional Property or any portion or portions thereof to the terms of this Declaration as a Subordinate Development, the Developer may establish a Subordinate Association for the Subordinate Development in order to promote health, safety, and social welfare therein, as well as to provide for the maintenance of common elements thereof, provided that Owners within a Subordinate development will also be Members of the Master Association and such Units therein and other improvements thereon will be subject to the terms of this Declaration as are imposed by the Subordinate Declaration or Supplemental Declaration with respect thereto. A Subordinate Development may be subject to a Subordinate Declaration which imposes covenants and restrictions which are in addition to, but not in derogation or substitution of, those imposed hereby and applicable thereto, and a Subordinate Association may be established therefore, which may levy additional Assessments and make and enforce supplementary covenants, restrictions, rules, and regulations with respect to the Subordinate Development. In the event that Developer does not create a Subordinate Association for

a Subordinate Development, but designates portions of the Common Areas therein as Exclusive Common Areas, the costs and expenses of the Master Association's ownership thereof, including, but not limited to, costs and expenses of maintaining, repairing, replacing and insuring the same will be Exclusive Common Area Expenses, to be levied and assessed as "specific Assessments".

- (iii) The option reserved (a) may be exercised by Developer only by the execution of a Supplemental Declaration filed of Record and the filing of Record of a Site Plan showing the Additional Property or such portion or portions thereof as are being added to the Development by such amendment, as well as the Units and Common Areas therein. Any such Supplemental Declaration shall expressly submit the Additional Property or such portion thereof to all or any portion of the provisions of this Declaration, as may be provided therein, and such other covenants, restrictions, conditions and easements as Developer, in its sole discretion, shall determine.
- (b) Upon approval by two-thirds (2/3) of the votes of the Members pursuant to a Referendum therefore or upon approval by two-thirds (2/3) of the votes of the Members present, in person or by proxy, at a duly held meeting at which a quorum is present, the owner of any property who desires to add it to the plan of this Declaration and to subject it to the jurisdiction of the Master Association, may file of Record a Supplemental Declaration with respect to the property to

be added, which will extend the operation and effect of the covenants and restrictions of the Declaration to such property, thereafter constituting a part of the Property. Any such Member approval shall be reflected in a consent to Supplemental Declaration executed by the President of the Master Association.

(c) Upon merger or consolidation of the Master Association with another association, following approval by two-thirds (2/3) of the votes of the Members pursuant to a Referendum therefore or upon approval by two-thirds (2/3) of the votes of the Members present, in person or by proxy, at a duly held meeting at which a quorum is present, the Master Association's property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights, and obligations of another association may, by operation of law, be added to the properties of the Master Association as a surviving corporation pursuant to a merger. The surviving or consolidated Master Association may administer the existing property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation within the Property, including, without limitation, the maximum limits on Assessments and dues of the Master Association, or any other matter substantially affecting the

interests of Members of the Master Association, shall be binding until such document or documents are placed of public record.

42. No building on any part thereof, shall be erected on any lot nearer than 35 feet to the front lot line or any other lot line that runs parallel to any street right of way line. No building shall be nearer than 10 feet to any side lot line, or nearer than 20 feet to any rear lot line.

43. All residences constructed within Brookstone Ridge Subdivision, Phase One (1), Units Three (3) and Four (4), as referenced in Paragraph (C) above must have at least one (1) roof gable facing the street. All roofs must have a pitch of 6/12 or more.

44. The Developer shall not be liable for payment of association fees or dues on unsold lots within Brookstone Ridge Subdivision, Phase One (1), Units Three (3) and Four (4), as referenced in Paragraph (C) above; payment of such fees or dues for each such lot shall be the responsibility of the individual(s) or entity(ies) purchasing such lots from the Developer, with the exception of any builder who purchases a lot for the purpose of constructing a spec house thereon for immediate construction and sale. All other purchasers of lots shall be required to pay said association fees as otherwise provided.

45. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds

(2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or part; provided, however, that this Declaration may be amended by a vote of at least a majority of 2/3 in number of all homeowners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws of the Association, provided that written notice of the proposed amendment shall be of legal effect until duly recorded in the Register's Office for Anderson County, Tennessee.

46. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

47. All present and future owners, tenants, and occupants of Lots shall be subject to, and comply with, the provisions of this Declaration, the By-Laws, and the Rules and Regulations of the Association, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration, the By-Laws, and the Rules and Regulations of the Association, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to the covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed conveyance or lease therefore.

48. In addition to the above, the Association may, by two-thirds vote of the Members, from time to time, have the right to adopt, modify and amend any restrictions.

49. The Association, or the Developer, for so long as it continues to own property in the Development, may enforce the covenants, restrictions and agreements contained in this Declaration. The Association or the Developer, may take such action, do and pay whatever is reasonable and necessary to enforce the terms of this Declaration including, but not limited to, the institution of legal proceedings and paying reasonable attorney's fees. Although Developer and/or Association may take such action, neither shall be required to do so. This provision shall not be construed to limit the rights of third parties, including owners of Lots, which may otherwise exist independently of this provision.

50. Invalidity of any of these covenants by judgment or court shall in no wise affect any of the other provisions, all of which shall remain in full force and effect.

51. The rights and obligations contained herein shall be binding upon and inure to the benefit of the undersigned and their respective heirs, executors, administrators, successors and assigns, as applicable, and all subsequent owners of a lot or property in Brookstone Ridge Subdivision, Phase One (1), Units Three (3) and Four (4), as referred in Paragraph (C) above.

52. This document may be executed in counterpart and assembled for recording.

IN WITNESS WHEREOF, this instrument is executed this 21st day of November, 2006.

BROOKSTONE RIDGE, LLC
Developer

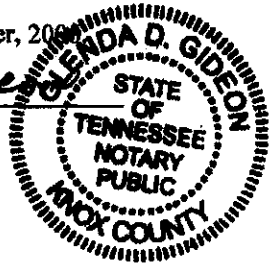
BY: F. Carl Tindell
F. Carl Tindell
ITS: Chief Manager
Declarant

**STATE OF TENNESSEE
COUNTY OF ANDERSON**

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared F. Carl Tindell, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Chief Manager of **Brookstone Ridge, LLC**, the named party, and that he has read the foregoing instrument and is familiar with and understands the contents thereof, and that he, as such Chief Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of **Brookstone Ridge, LLC**, by himself, as Chief Manager.

WITNESS my hand and official seal at office this 21st day of November, 2007

Glenda J. Gideon
NOTARY PUBLIC



My commission expires: 02/04/07

agreement/brookstone.tindell.amended.doc/cb/bw/ejl
This instrument was prepared by Joseph G. Coker, Attorney at Law, 160 Valley Street,
Post Office Box 134, Jacksboro, Tennessee 37757, Telephone (423) 562-5187.



2 PAGES - RESTRICTIONS
VETA BOOK: 35733

**AMENDED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
BROOKSTONE RIDGE SUBDIVISION, PHASE ONE, UNIT THREE, AND PHASE
ONE, UNIT FOUR**

THIS AMENDED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR BROOKSTONE RIDGE SUBDIVISION, PHASE ONE, UNIT THREE, AND PHASE ONE, UNIT FOUR, is made and entered into this 22nd day of February, 2007, by the Declarant, **BROOKSTONE RIDGE, LLC**, a Tennessee Limited Liability Company.

WITNESSETH:

A. WHEREAS, Brookstone Ridge, LLC, a Tennessee Limited Liability Company, hereinafter sometimes referred to as the "Developer," is the owner of those certain lands conveyed by Home Federal Bank to Brookstone Ridge, LLC, by Special Warranty Deed dated January 4, 2006, and recorded in Deed Book 1420, at pages 1994-1997, inclusive, in the Register's Office for Anderson County, Tennessee, on April 12, 2006, to which said instrument reference is hereby made; and

B. WHEREAS, Brookstone Ridge, LLC, a Tennessee Limited Liability Company, executed a document entitled "Declaration of Covenants, Conditions, and Restrictions for Brookstone Ridge Subdivision, Phase One, Unit Three and Phase One, Unit Four," dated November 21, 2006, and recorded in Book 1440, Page 327, in the Register's Office for Anderson County, Tennessee; and

C. WHEREAS, the Developer wishes to amend Item Number Forty Two (42) of the above referenced restrictive covenants;

NOW, THEREFORE, Brookstone Ridge, LLC, amends the above referenced restrictive covenants as follows:

- (1) Item Forty Two (42) of the said restrictive covenants is hereby amended to provide as follows: "42. No building or any part thereof shall be erected on any lot nearer than thirty (30) feet to the front of the lot line or any other lot line that runs parallel to any street right of way line. No building shall be nearer than ten (10) feet to any side lot line, or nearer than ten (10) feet to any rear lot line. Should the minimum building setback line for any particular lot shown on the recorded plat be in conflict with the above specified setback line, then said plat shall control as to said lot."

02/22/2007 - 0128 FR	
VALUE	0.00
NOTARIAL FEE	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00
STATE OF TENNESSEE, ANDERSON COUNTY	
TIM SHELTON	
REGISTER OF DEEDS	

- (2) The above referenced Paragraph One (1) which amends Item Forty Two (42) of the Declaration of Covenants, Conditions, and Restrictions for Brookstone Ridge Subdivision, Phase One, Unit three, and Phase One, Unit Four recorded in Book 1440, Page 327, in the Register's Office for Anderson County, Tennessee, is hereby inserted in the place and stead thereof, and said original Paragraph Forty Two (42) is no longer operative, and this Amended Declarations of Covenants, Conditions, and Restrictions for Brookstone Ridge Subdivision, Phase One, Unit Three and Phase One, Unit Four, shall run with all of the subject lands.
- (3) All other provisions of the Declaration of Covenants, Conditions, and Restrictions for Brookstone Ridge Subdivision, Phase One, Unit three, and Phase One, Unit Four recorded in Book 1440, Page 327, in the Register's Office for Anderson County, Tennessee, remain unchanged.

IN WITNESS WHEREOF, the Declarant has executed this instrument on this 22nd day of February, 2007.

BROOKSTONE RIDGE, LLC
Developer/Declarant

BY: F. Carl Tindell
F. CARL TINDELL, Chief Manager

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned, a Notary Public, the within named affiant, F. Carl Tindell, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Chief Manager of Brookstone Ridge, LLC, a Tennessee Limited Liability Company, and that he as such Chief Manager, was authorized to execute this instrument on behalf of Brookstone Ridge, LLC, and has executed this instrument on behalf of said Brookstone Ridge, LLC, by signing his name thereto as its Chief Manager.

WITNESS my hand, at office, this 22 day of February, 2007.

Glenda D. Giddens
NOTARY PUBLIC



My commission expires: 01/03/2011

Restrictions.brookstone.ridge.llc.amended.restrictions.doc/fm/kac

This instrument was prepared by Joseph G. Coker, Attorney at Law, 160 Valley Street, Post Office Box 134, Jacksboro, Tennessee 37757. Telephone: (423) 562-5187.

07003407

3 PGS. 1 AC - RESTRICTIVE
 JUDICIAL CANTON 06287
 02/16/2007 - 11:43 PM
 VALUE 0.00
 MORTGAGE TAX 0.00

RECORDING FEE 0.00
 RECORDED FEE 10.00
 SF FEE 2.00
 COUNTY'S FEE 0.00
 LOCAL AMOUNT 17.00
 STATE OF TENNESSEE, ANDERSON COUNTY

TIM SHELTON
 REGISTER OF DEEDS

**SECOND AMENDED DECLARATION OF PROTECTIVE
 AND RESTRICTIVE COVENANTS FOR
 BROOKSTONE RIDGE SUBDIVISION, PHASE ONE, UNIT THREE,
 AND PHASE ONE, UNIT FOUR**

THIS SECOND AMENDED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR BROOKSTONE RIDGE SUBDIVISION, PHASE ONE, UNIT THREE, AND PHASE ONE, UNIT FOUR, is made and entered into this 7th day of March, 2007, by the Declarant, BROOKSTONE RIDGE, LLC, a Tennessee Limited Liability Company.

WITNESSETH:

A. WHEREAS, Brookstone Ridge, LLC, a Tennessee Limited Liability Company, hereinafter sometimes referred to as the "Developer," is the owner of those certain lands conveyed by Home Federal Bank to Brookstone Ridge, LLC, by Special Warranty Deed dated January 4, 2006, and recorded in Deed Book 1420, at pages 1994-1997, inclusive, in the Register's Office for Anderson County, Tennessee, on April 12, 2006, to which said instrument reference is hereby made; and

B. WHEREAS, Brookstone Ridge, LLC, a Tennessee Limited Liability Company, executed a document entitled "Declaration of Covenants, Conditions, and Restrictions for Brookstone Ridge Subdivision, Phase One, Unit Three and Phase One, Unit Four," dated November 21, 2006, and recorded in Book 1440, Page 327, in the Register's Office for Anderson County, Tennessee; and

C. WHEREAS, Brookstone Ridge, LLC, a Tennessee Limited Liability Company, executed a document entitled "Amended Declaration of Protective and Restrictive Covenants for Brookstone Ridge Subdivision, Phase One, Unit Three and Phase One, Unit Four," dated February 22, 2007, and recorded in Book 1447, Page 424, in the Register's Office for Anderson County, Tennessee; and

C. WHEREAS, the Developer wishes to amend Item Number Eight (8) of the above referenced restrictive covenants;

NOW, THEREFORE, Brookstone Ridge, LLC, amends the above referenced restrictive covenants as follows:

- (1) Item Eight (8) of the said restrictive covenants is hereby amended to read as follows: "8. Lots may not be further divided, whether for purposes of sale or gift, and lot lines must

remain intact as shown on the Plats referenced in Paragraph (C) above; provided, however the Developer reserves the right to resubdivide lots and/or to combine or re-configure the lots, and the Developer shall record an amended plat to reflect the revised lots. No owner other than the Developer may use any Lot, or property within the Development, or any other lands hereafter acquired by the Developer and/or the Developer's successors, assigns, or other entities affiliated with the Developer, as a means of access (by easement, license, or any method) to any other lot and/or any other lands so acquired hereafter which are by addendum made a part of the development; provided, however, that in the event adjacent lots are and remain under common ownership, then the common owner may construct a single residence on said lots without regard to the interior lot lines and may construct and use a driveway across the adjacent lots for ingress and egress thereto, and in such event the building setbacks otherwise applicable to the interior lot lines shall not be applicable."

- (2) The above referenced Paragraph One (1) which amends Item Eight (8) of the Declaration of Covenants, Conditions, and Restrictions for Brookstone Ridge Subdivision, Phase One, Unit three, and Phase One, Unit Four recorded in Book 1440, Page 327, in the Register's Office for Anderson County, Tennessee, is hereby inserted in the place and stead thereof, and said original Paragraph Eight (8) is no longer operative, and this Second Amended Declaration of Protective and Restrictive Covenants for Brookstone Ridge Subdivision, Phase One, Unit Three and Phase One, Unit Four, shall run with all of the subject lands.
- (3) All other provisions of the Declaration of Covenants, Conditions, and Restrictions for Brookstone Ridge Subdivision, Phase One, Unit three, and Phase One, Unit Four recorded in Book 1440, Page 327, in the Register's Office for Anderson County, Tennessee, and the Amended Declaration of Protective and Restrictive Covenants for Brookstone Ridge Subdivision, Phase One, Unit Three, and Phase One, Unit Four recorded in Book 1447, Page 424, in the Register's Office for Anderson County, Tennessee, remain unchanged.

IN WITNESS WHEREOF, the Declarant has executed this instrument on this 14th day of March, 2007.



**THIRD AMENDED DECLARATION OF PROTECTIVE
AND RESTRICTIVE COVENANTS FOR
BROOKSTONE RIDGE SUBDIVISION, PHASE ONE, UNIT THREE,
AND PHASE ONE, UNIT FOUR**

THIS THIRD AMENDED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR BROOKSTONE RIDGE SUBDIVISION, PHASE ONE, UNIT THREE, AND PHASE ONE, UNIT FOUR, is made and entered into this 20th day of March, 2007, by the Declarant, **BROOKSTONE RIDGE, LLC, a Tennessee Limited Liability Company.**

BK/P6:1449/789-791
07003650
3 PM - M. - RESTRICTIONS
RECORDING DATE: 03/21/2007
03/21/2007 - 11:44 AM
VALUE 0.00
RECORDING TAX 0.00

WITNESSETH:

A. WHEREAS, Brookstone Ridge, LLC, a Tennessee Limited Liability Company, hereinafter sometimes referred to as the "Developer," is the owner of those certain lands conveyed by Home Federal Bank to Brookstone Ridge, LLC, by Special Warranty Deed dated January 4, 2006, and recorded in Deed Book 1420, at pages 1994-1997, inclusive, in the Register's Office for Anderson County, Tennessee, on April 12, 2006, to which said instrument reference is hereby made; and

B. WHEREAS, Brookstone Ridge, LLC, a Tennessee Limited Liability Company, executed a document entitled "Declaration of Covenants, Conditions, and Restrictions for Brookstone Ridge Subdivision, Phase One, Unit Three and Phase One, Unit Four," dated November 21, 2006, and recorded in Book 1440, Page 327, in the Register's Office for Anderson County, Tennessee; and

C. WHEREAS, Brookstone Ridge, LLC, a Tennessee Limited Liability Company, executed a document entitled "Amended Declaration of Protective and Restrictive Covenants for Brookstone Ridge Subdivision, Phase One, Unit Three and Phase One, Unit Four," dated February 22, 2007, and recorded in Book 1447, Page 424, in the Register's Office for Anderson County, Tennessee; and

C. WHEREAS, Brookstone Ridge, LLC, a Tennessee Limited Liability Company, executed a document entitled "Second Amended Declaration of Protective and Restrictive Covenants for Brookstone Ridge Subdivision, Phase One, Unit Three and Phase One, Unit Four," dated March 7, 2007, and recorded in Book 1448, Page 2324, in the Register's Office for Anderson County, Tennessee; and

REGISTERING TAX 0.00
RECORDING FEE 15.00
DE FEE 2.00
REGISTER'S FEE 0.00
TOTAL DUES/FEE 17.00
STATE OF TENNESSEE, ANDERSON COUNTY
TIM SHELTON
REGISTER OF DEEDS

D. WHEREAS, the Developer wishes to amend Item Number Five (5) of the above referenced restrictive covenants;

NOW, THEREFORE, Brookstone Ridge, LLC, amends the above referenced restrictive covenant as follows:

- (1) Item Five (5) of the said restrictive covenants is hereby amended to read as follows: "5. The Association shall have a lien on all such lots and property to secure the payment of annual charges due and to become due, and the record owners, other than the Developer, shall be personally liable for said charges. Upon demand, the Association shall furnish to any owner or mortgagee or person interested, a certificate showing the unpaid charges against any lot or lots. The lien of the assessments and other charges such as homeowners association dues, annual charges, etc. provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due or from the lien of such subsequent assessments. An assessment shall not be subordinate to a mortgage held by a prior owner who was the owner at the time the assessment accrued.
- (2) The above referenced Paragraph One (1) which amends Item Five (5) of the Declaration of Covenants, Conditions, and Restrictions for Brookstone Ridge Subdivision, Phase One, Unit three, and Phase One, Unit Four recorded in Book 1440, Page 327, in the Register's Office for Anderson County, Tennessee, is hereby inserted in the place and stead thereof, and said original Paragraph Five (5) is no longer operative, and this Third Amended Declaration of Protective and Restrictive Covenants for Brookstone Ridge Subdivision, Phase One, Unit Three and Phase One, Unit Four, shall run with all of the subject lands.
- (3) All other provisions of the Declaration of Covenants, Conditions, and Restrictions for Brookstone Ridge Subdivision, Phase One, Unit three, and Phase One, Unit Four recorded in Book 1440, Page 327, in the Register's Office for Anderson County, Tennessee, the Amended Declaration of Protective and Restrictive

Covenants for Brookstone Ridge Subdivision, Phase One, Unit Three, and Phase One, Unit Four recorded in Book 1447, Page 424, in the Register's Office for Anderson County, Tennessee, and the Second Amended Declaration of Protective and Restrictive Covenants for Brookstone Ridge Subdivision, Phase One, Unit Three and Phase One, Unit Four, recorded in Deed Book 1448, Page 2324, in the Register's Office for Anderson County, Tennessee, remain unchanged.

IN WITNESS WHEREOF, the Declarant has executed this instrument on this _____ day of March, 2007.

BROOKSTONE RIDGE, LLC
Developer/Declarant

BY: *F. Carl Tindell*
F. CARL TINDELL, Chief Manager

STATE OF TENNESSEE
COUNTY OF CAMPBELL

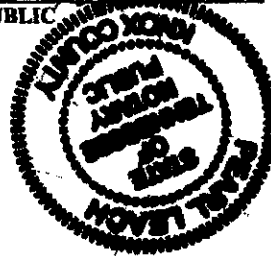
Personally appeared before me, the undersigned, a Notary Public, the within named affiant, **F. Carl Tindell**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Chief Manager of Brookstone Ridge, LLC, a Tennessee Limited Liability Company, and that he as such Chief Manager, was authorized to execute this instrument on behalf of Brookstone Ridge, LLC, and has executed this instrument on behalf of said Brookstone Ridge, LLC, by signing his name thereto as its Chief Manager.

WITNESS my hand, at office, this 20th day of March, 2007.

My commission expires: 7-3-07

Restrictions.brookstone.ridge.llc.amended.restrictions.3.doc/cto

[Signature]
NOTARY PUBLIC



This instrument was prepared by Joseph G. Coker, Attorney at Law, 160 Valley Street, Post Office Box 134, Jacksboro, Tennessee 37757. Telephone: (423) 562-5187.