

AMENDMENT TO DECLARATION OF RESTRICTIVE AND
PROTECTIVE COVENANTS FOR SHADOWOOD SUBDIVISION

KNOW ALL MEN by these presents that more than sixty seven (67%) percent of the lot owners of all of the lots embraced in Shadowood Subdivision placed upon the recorded in the Register's Office for Washington County, Tennessee, in Miscellaneous Book 144, page 247, the original Declaration of Restrictions for Shadowood Subdivision, voted to amend said restrictions as hereinbelow set forth in Exhibit "A" attached.

NOW THEREFORE, the Amended Restrictions are set forth in the attached Exhibit "A".

Other than as amended herein, the Declaration of Restrictions referred to hereinabove recorded in Miscellaneous Book 144, page 247, shall remain in full force and effect.

DATED this the 15 day of March, 2010.

ATTEST:

Leuer Marshall
Leuer Marshall
SECRETARY

Samuel F. Messimer
SAMUEL F. MESSIMER, PRESIDENT

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared SAMUEL F. MESSIMER, with whom I am personally acquainted, (or whose identity was proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of SHADOWOOD HOMEOWNERS ASSOCIATION, a corporation, and that he as such President, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

Witness my hand and official seal at office in the State and County aforesaid on this the 15 day of March, 2010.

Notary Public
NOTARY PUBLIC

My Commission Expires: 12-28-2011

ROLL/IMG: 676/1504-1509
10003928

6 PGS : AL - AMENDMENT
TERESA BATCH: 3049 03/18/2010 - 11:05 AM
VALUE 0.00
MORTGAGE TAX 0.00
TRANSFER TAX 0.00
RECORDING FEE 30.00
ARCHIVE FEE 0.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 32.00

THIS INSTRUMENT
PREPARED BY
LAW OFFICES
ENNY & MILLIKEN
P.O. BOX 3586 CTR
JOHNSON CITY,
TENNESSEE
37608-3586



STATE OF TENNESSEE, WASHINGTON COUNTY
GINGER B. JILTON
REGISTER OF DEEDS

2nd AMENDMENT TO DECLARATION OF RESTRICTIONS FOR SHADOWOOD
SUBDIVISION

The following numbered sections of the Restrictions of Shadowood Subdivision of record in the office of the Register of Deeds, Washington County, Tennessee, Misc. Book 144, Page 247, are amended as follows:

Note: Original restriction shown in *Italics*. Items with Section # replace prior restriction and are shown in **BOLD.**

1. *These restrictions shall be effective until the year 2007, and shall automatically be extended thereafter for the same term, provided, however, that the owners of the majority of the square footage area of the lots in Shadowood Subdivision may, after January 1, 2007, release any or all of the lots hereby restricted from any one or more of said restrictions, by executing and acknowledging an appropriate agreement or agreements in writing from such purpose, and filling the same for record in the office of the Register of Deeds for Washington County, Tennessee.*

Section 1A: *These restrictions shall be effective until the year 2027 and shall automatically be extended thereafter for the same term, provided, however, that the owners of the 67% of the lots in Shadowood Subdivision may, after January 1, 2027, and after a ninety (90) day notice to all property owners in the subdivision, release any or all of the lots hereby restricted from any one or more of said restrictions, by executing and acknowledging an appropriate agreement of agreements in writing from such purposes, and filling the same for record in the office of the Register of Deed for Washington County, Tennessee.*

Section 1B: *The Shadowood Homeowners Association, is the developers designated agent for Shadowood Subdivision and shall be governed by an elected Board of Directors.*

Section 1C: Function of the Homeowners Association: *The Shadowood Homeowners Association shall be the entity responsible for management, maintenance, operation and control of the Open Areas, together with those matters which by the terms of this declaration or any supplemental declarations or other applicable covenants, contracts or agreements becomes the responsibility of the Association. The Association shall be the primary entity responsible for enforcement of these restrictions and such reasonable rules regulating use of the property as its Board may adopt. The Association shall perform its functions in accordance with this Declaration, Its Charter and Bylaws and the laws of the state of Tennessee.*

2. *No lot shall be used except for residential purposes and no trade, business or commercial establishment shall be permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories above ground level, excluding basement, and a private garage, which garage may be attached to the dwelling.*
3. *Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown on the recorded map, provided such tract constitutes a home site as defined in the succeeding paragraph.*

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4. *Part of two or more adjoining lots facing the same street in the same block may be designated as one home site, provided a home site shall consist of one lot as platted and a portion of an adjoining lot or lots.*
5. *No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence construction or improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between curb and property line unless approved by the developers or their designated agent.*
6. *The exterior of all improvements started on said land must be completed immediately. When construction of any structure is once begun, work thereon must be conducted diligently and must be completed within six (6) months. No building shall be occupied until made to comply with the approved plans, the requirement herein, and all other covenants, conditions, reservations and restrictions herein set forth.*

Section 6: The exterior of all improvements started in said land must be completed pursuant to Section 14. When new construction of any structure is once begun, work thereon must be conducted diligently and must be completed within twelve (12) months. No building shall be occupied until made to comply with the approved plans, the requirements herein, and all the other covenants, conditions, reservation and restrictions herein set forth. This article may be amended with the Designated Agents written consent.

7. *The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than eighteen hundred (1800) square feet for a one-story dwelling, and not less than fourteen hundred (1400) square feet on the first floor of a two-story dwelling.*
8. *No houses, residence or other improvements, or any part thereof, is to be constructed of concrete or cinder blocks, excluding foundation, and if used, it shall be faced with bricks or stone. No artificial materials may be used on exterior.*

Section 8: No house, residence or other improvements, or any part thereof, is to be constructed of concrete or cinder blocks, excluding foundation, and if used. It shall be faced with brick or stone.

9. *No fence shall be constructed on any lot unless and until the plans and materials have been approved by the developer or its designated agent in writing. Fences must be complimentary to the design and materials used in construction the residence. In no event may fences be constructed of chain fabric or wire, in any configuration, nor may fence post or rails be of non-decorative metal, nor can solid fences be used.*

Section 9: No fence shall be constructed on any lot unless and until the plans and materials have been approved by the Homeowners Association or its designated committee in writing. Fences must be complementary to the design and materials used in constructing the residence. In no event may fences be constructed of chain fabric or wire, in any configuration, nor may fence post or rails be of non-decorative metal. Violation will require removal at the expense of the owner. This amendment shall not apply to fences existing prior to the effective date of this amendment.

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10. *In no event may mobile or modular homes be permitted to be placed on any lot or portions of a lot.*

11. *Boundary walls and concealment walls shall be constructed of material identical to or complimentary to the materials on the exterior of the residence. Materials for wall constructions are restricted in accordance with paragraph 8 above. No boundary wall shall be constructed with a height of more than six (6) feet and no boundary line hedge or shrubbery shall be permitted with a height of more than six (6) feet.*

Section 11: Boundary walls and concealment walls shall be constructed of materials identical to or complimentary to the materials on the exterior of the residence. Materials for wall construction are restricted in accordance with paragraph 8 of the original restrictions. No boundary wall shall be constructed with height of more than eight (8) feet. No boundary walls shall be constructed until the plans and materials have been approved by the Homeowners Association or its designated committee in writing.

12. *The house or residence, garage, or other outbuildings on each site in this subdivision must not be nearer to the property lines than the building setback lines shown on the plat and must not be nearer than twelve (12) feet to any side property lines or rear property lines. No improvements shall be located nearer than twenty (20) feet to the rear lot lines.*

13. *The native growth present on the lots cannot be destroyed or removed except as approved in writing by the developer or its designated agent. Grass and shrubbery on each lot shall be mowed and trimmed at regular intervals so as to maintain a neat and attractive appearance. Trees, shrubs, vines and all other vegetation which die shall be promptly removed. In the event native growth is removed or damaged in violation hereof, the owner of the lot shall replace same.*

Section 13: Grass and shrubbery on each lot shall be mowed and trimmed at regular intervals so as to maintain a neat and attractive appearance. Trees, shrubs, vines and all other vegetation which dies shall be promptly removed.

14. *For the purpose of further insuring the development of Shadowood as an area of high standards, the developer or its designated agent, hereby reserve the right and power to approve the buildings, structures, and other improvements placed on each lot, which approval shall not be unreasonably withheld, as well as to make such exceptions to these reservations and restrictions as the developer or its designated agent shall deem necessary or proper. Refusal to approve plans and specifications may be based on any reasonable ground, including purely aesthetic grounds which, in the sole discretion of the developer or its designated agent shall deem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If the developer or its designated agent shall fail to approve or disapprove the plans and specifications within thirty (30) days after written request therefore, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained.*

Section 14: For the purpose of further insuring the development of Shadowood as an area of high standards, the Homeowners Association as designated agent hereby reserves the right and power to approve the buildings, structures and other improvements placed on each lot, which approvals shall not be unreasonably withheld, as well as to make such exceptions to these reservations and restrictions as the designated agent shall deem necessary or proper. Refusal to approve plans and specifications may be based on any reasonable grounds, including purely aesthetic

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grounds which, in the sole discretion of the designated agent shall be sufficient. No alterations in the exterior appearance of the buildings or structures shall be made without like approval. If the designated agent shall fail to approve or disapprove the plans within forty five (45) days after written request therefore, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained. Any structure requiring a building permit is also subject to approval by the Homeowners Association or its designated committee.

15. *No trash, ashes, or other refuse may be thrown or dumped on any vacant lot, street, or right-of-way in this subdivision.*
16. *Dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. Pets shall not be allowed to roam free but shall be contained either inside the residence or in any outside enclosure approved by the developer or its designated agent.*
17. *No billboards or advertising signs, or other advertising devices shall be erected, placed, permitted or maintained on any lot or improvement thereon, except as herein expressly permitted: One sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period are permitted.*

Section 17: No billboards or advertising signs, or other advertising devices, shall be erected, placed, permitted or maintained on any lot or improvement thereon, except as herein expressly permitted. Signage advertising the property for sale or rent, or signs used by a builder advertising the property during construction and sales period are permitted and must comply with the Johnson City, TN City ordinances. This section excludes non-commercial temporary signs. No signs are permitted on the entrance Islands. Placement of signs should not impair visibility.

18. *Any tanks for use in connection with any residence constructed in Shadowood, including tanks for the storage of fuels, must be buried or walled in accordance with this paragraph or landscaped sufficiently to conceal them from the view of neighboring lots, roads or streets. All garbage cans, equipment, coolers, and storage piles must be walled in accordance with this paragraph sufficiently to conceal them from the view of neighboring lots, roads or streets.*

Section 18: No tanks for the storage of fuels may be buried. Tanks may be walled off in accordance with Federal Regulator Authority and landscaped sufficiently to conceal them from the view of neighboring lots, roads or streets. All garbage cans, equipment, coolers and storage piles must be sufficiently concealed.

19. *No thing, substance, material or activity that shall emit foul or obnoxious odors or cause noise or that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property shall be allowed or kept upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. Specifically prohibited, but without limitations thereto, is the keeping of any motor vehicle, including cars, trucks, and motorcycles designed, intended or actually used for off-road purposes of track racing, dirt-bike riding, and motorcross racing. This prohibition is not intended to prohibit factory standard on and off road four-wheel drive recreational vehicles.*

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20. *No clothes lines or drying yards shall be permitted unless concealed by hedges, latticework, concealment walls, or screening approved by the developer or its designated agent. No antennas or satellite dishes shall be permitted.*

Section 20: No clothes lines or drying yards shall be permitted. Antennas or satellite dishes shall be permitted as approved by the Homeowners Association

21. *For a violation or breach of any of these reservations and restrictions by any person claiming by, through, or under the developer or its designated agent, or by virtue of any judicial proceeding, the developer or its designated agent, and the lot owner, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent by injunction the violation or breach of any of them. In addition to the foregoing right, the developer or its designated agent, whenever there shall have been built on any lot any structure which is in violation of these restrictions, shall have the right to enter upon the property where such violation of these reservations and restrictions exist and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of the developer or its designated agent and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty days after the owner is billed therefore. The failure promptly to enforce any of the reservations and restrictions shall not bar their enforcement. The invalidation of any one or more of the reservations and restrictions by any court of competent jurisdiction in no wise shall affect any of the other reservations and restrictions, but they shall remain in full force and effect.*

Section 22: Each Lot Owner, by the acceptance of the deed to the lot, agrees to annual assessment as set forth by the membership of the Home Owners Association. Annual dues cannot exceed \$200.00.

Section 23: Every Lot Owner shall be a member of the Association.

Section 24: As used herein Shadowood Homeowners Association means and includes Shadowood Homeowners Association or Homeowners Association. Any right, duty, action or undertaking to be performed by the Shadowood Homeowners Association may be performed by its duly authorized committee which shall consist of not less than 3(three) nor more than 6 (six) members of the association.