

PREPARED BY:

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ATTORNEY-AT-LAW

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RESTRICTIONS AND RESERVATIONS
FOR
ASHLYNN OAKS TOWNHOMES

DECLARATION OF RESTRICTIONS FOR ASHLYNN OAKS TOWNHOMES, a subdivision in the 15th Civil District for Sullivan County, Tennessee, as shown by plat recorded in Plat Book 60, Page 109 and Plat Book 60, Page 217, in the Office of the Register of Deeds for Sullivan County, Tennessee. See Declaration of Covenants, Conditions, and Restrictions for Ashlynn Oaks Subdivision of record in Book 3661, Page 1528, in the aforesaid Register's Office.

ASHLYNN OAKS, LLC, a Tennessee limited liability company (hereinafter referred to as the "Developer"), the undersigned owner of all the land embraced in ASHLYNN OAKS TOWNHOMES (hereinafter sometimes referred to as the "Subdivision"), does hereby declare that the reservations, easements and restrictions hereinafter set out shall be, and the same are, made applicable to said property, to-wit:

RESERVATIONS AND EASEMENTS

1. Easement for installation and maintenance of all necessary or proper public utilities and drainage facilities are reserved.
2. No tract of land laid out as a lot in ASHLYNN OAKS TOWNHOMES, shall ever be used as a street, unless approved by the Developer.
3. Lot owners will need to contact the Tennessee Department of Environment and Conservation Division of Water Pollution Control before any construction begins and comply with their Notice of Intent (NOI) for Storm Water Discharge.

GENERAL RESTRICTIONS

1. Use.

The lots within the Subdivision (hereinafter the "Lots") are for, and shall be limited to use as, residential townhome purposes only. The Subdivision is intended to contain thirty (30) townhome residences. No trailer, tent, shack, barn, temporary building, detached outbuilding, or guest house shall be erected or maintained on any Lot. Any garage shall be constructed as an integral part of the townhome residence it is intended to serve and shall be used only by the occupants of such residence.

Any garage and other permitted improvement shall be constructed in a design and with materials consistent with the townhome residence and shall be subject to the approval requirements set forth herein.

2. Structures — Materials.

Residences must be stick built on site and shall be constructed of high quality materials suited for and intended by their manufacturer to be used for the purposes for which they are incorporated into the residence. Exteriors of any structure, including residences, garages, and boundary and concealment walls, may be constructed of concrete blocks, cinder blocks, or materials of similar appearance, but these shall not be exposed. Vinyl shake siding is permitted. Regular vinyl lap siding is not permitted.

3. Structures — Size and Shape.

One-story residences shall not have less than 1,500 square feet of floor area devoted to living purposes, exclusive of open porches and garages. Two-story residences shall not have less than 1,800 square feet with 1,000 or more on the first floor, exclusive of open porches and garage. Front porches shall all be concrete.

4. Approval of Plans.

(a) For the purpose of further ensuring the development of Ashlynn Oaks Townhomes as an area of high standards, the Developer or its designees hereby reserve the right and power to approve all plans which are to be submitted for approval for all buildings, structures, exterior improvements, and landscaping placed on each Lot. Approval shall not be unreasonably withheld by Developer and Developer shall have the right to make such exceptions to these restrictions as Developer shall deem necessary and proper during the development period. Developer, or its successors and assigns, shall have the right to maintain architectural consistency throughout the Subdivision.

(b) Whether or not provision therefore is specifically stated in any conveyance of a lot made by the undersigned or his successors or assigns, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefore and plat plan have been approved in writing by the undersigned or their successors and assigns. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plat plan so approved. Refusal of approval of plans and specifications may be based on any reasonable ground, including purely aesthetic grounds which, in the sole discretion of the Developer or its designee, shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If the Developer or its designee 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.

5. Designee.

The undersigned may appoint one or more persons as their designee for purposes of passing on matters for which the undersigned are entitled to approve or disapprove as herein provided.

6. Subdivision and Addition of Lots.

Each Lot, as shown on the recorded plat hereinbefore referred to, constitutes a townhome building site and shall not be further divided or subdivided except with the prior written approval of the Developer or its designee and any approval required by applicable governmental authority.

7. Setback Lines.

Setback lines shall be as shown on the recorded plat or as otherwise required by applicable governmental regulations. In the event of a conflict, the more restrictive applicable requirement shall control.

8. Fences, Walls, Outbuildings, Tanks, Garbage Cans, and Other Structures.

(a) No detached outbuilding, shed, accessory structure, or other exterior improvement shall be erected, placed, or maintained on any Lot except as expressly permitted by these restrictions and approved in writing by the Developer or its designee.

(b) Antennas for the transmission or reception of broadcast or satellite transmission signals, including satellite dish antennas, Citizen Band, and Amateur Radio antennas, and television broadcast antennas shall not be on the front of the house or in front of the house, and shall be landscaped sufficiently to conceal them from the view of neighboring lots, roads or streets.

(c) No fences of any kind shall be erected, installed, or maintained on any Lot or within the Subdivision.

9. Native Growth, Vegetation, and Landscaping.

The native growth present on the Lots shall not be destroyed or removed except as approved in writing by the Developer or its designee. Lawncare for the thirty (30) townhomes shall be provided and paid for by Ashlynn Oaks Townhomes Homeowner's Association, Inc. (the "Association") as a common expense. Trees, shrubs, vines, and other landscaping shall be maintained in a neat and attractive condition in accordance with standards established by the Association and/or the Developer. Nothing herein shall permit an Owner to alter common landscaping or exterior landscaping maintained by the Association without prior written approval.

10. Signs.

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. Three (3) signs of not more than six (6) square feet advertising the property for sale or rent, or signs customarily used by a builder to advertise the property during the construction and sales period, may be displayed for a reasonable length of time.

11. Nuisances.

Except as provided in Paragraph 12 below, no cattle, swine, goats, poultry or fowl shall be kept on any lot. No exterior clotheslines or drying yards shall be permitted. In the event that any owner of any property in the Subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Developer or its designee may enter onto the property which entry shall not be deemed a trespass and have the necessary work performed to cure the nuisance. The work performed shall be done at the expense of the lot owner and shall create a lien against the subject property in favor of the Developer or its designee and payment shall be due within thirty (30) days after the owner is billed therefore. No trash, ashes, or other refuse may be thrown or dumped on any lot (whether vacant or not), street or right-of-way in the subdivision. No thing, substance, material or activity that will emit foul or obnoxious odors, shall be allowed or kept upon any lot. Nor shall anything, substance, material or activity be allowed or kept upon any lot that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Specifically prohibited, but without limitation 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 racing, motor-cross racing, or the like. This prohibition is specifically intended to prohibit dirt-bikes, race cars, and trucks and loud motorcycles. Campers, recreational vehicles, boats, and their trailers shall not be allowed to be placed or parked on the property.

12. Pets.

Dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. In no event shall the number of household pets exceed three (3) of any species or four (4) in the aggregate. Pets shall not be allowed to roam free and shall be kept inside the residence or otherwise restrained and under the control of the Owner or occupant while outside. No exterior pet enclosure, kennel, or fence shall be permitted. In no event shall pets be maintained in a garage unless approved by the Developer or its designee, which approval may be revoked without notice.

13. Homeowners Association; Monthly Assessment.

Each Owner shall be a member of the Association and shall be subject to the governing documents of the Association. A monthly assessment of One Hundred Ninety-Five Dollars (\$195.00) shall be charged for each townhome. The monthly assessment shall include water service and lawncare for the thirty (30) townhomes and shall be paid to the Association.

14. Transfer Fee.

A transfer fee of Five Hundred Dollars (\$500.00) shall be collected from the buyer upon the initial conveyance of a townhome from the Developer or builder to the first buyer and upon each subsequent conveyance of the townhome thereafter. The transfer fee shall be due and payable at closing and shall be paid to the Association for the benefit of Ashlynn Oaks Townhomes.

15. Remedies for Violations-Invalidations.

For a violation or breach of any of these Reservations and Restrictions by any person claiming by, through, or under the Developer or its designee, or by virtue, of any judicial proceedings, the Developer or its designee, and the lot owners, or any of them individually or severally, shall have the right to proceed at law or in equity to compel 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 undersigned or his designee shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these Reservations and Restrictions exists 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 as trespass. 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. In the event that the Developer or its designee incurs any expense in the prevention, abatement, or removal of any violation of these Reservations and Restrictions, and/or incurs any expense in connection with enforcement, at law or in equity of compliance with these Reservations and Restrictions, such expense, including reasonable attorney's fees, shall be a lien in favor of the Developer or its designee upon the subdivision lot containing the violation or breach.

16. Effective Dates.

These restrictions shall be effective upon their filing in the Register's Office for Sullivan County, Tennessee and shall automatically be extended thereafter unless two-thirds (2/3) of the votes entitled to be cast by the Lot Owners in ASHLYNN OAKS TOWNHOMES, after one (1) year notice to all property owners therein, vote to amend, modify, release, or terminate any one or more of these restrictions, by executing and acknowledging an appropriate instrument in writing for such purpose and filing the same for record in the Office of the Register of Deeds for Sullivan County, Tennessee.

17. Modification by Developer.

During the development period, the Developer shall have the right to modify these restrictions to the extent reasonably necessary for the development of the Subdivision, provided that any such modification shall be in writing and recorded in the Register's Office for Sullivan County, Tennessee.

IN WITNESS whereof, the undersigned have executed this instrument on this the ____ day of September, 2026.

ASHLYNN OAKS, LLC

a Tennessee limited liability company

JOSEPH M. WILSON

ROBERT JASON DAY

STATE OF TENNESSEE

COUNTY OF SULLIVAN

PERSONALLY appeared before me, the undersigned, a Notary Public, within and for said State and County, duly commissioned and qualified, Joseph M. Wilson and Robert Jason Day with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be the Managing Members of ASHLYNN OAKS, LLC, a Tennessee limited liability company, the within named bargainor, and that they as such Managing Members, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of the limited liability company by themselves as such members.

WITNESS my hand at office in the State and County aforesaid, this the _____ day of September, 2026.

NOTARY PUBLIC

My Commission Expires: _____