

This instrument prepared by:
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For Register's Office Use

AMENDMENT TO RESTRICTIONS

THIS AMENDMENT TO RESTRICTIONS AND RESERVATIONS for STRAWBERRY FIELD, a Subdivision in Washington County, Tennessee is made and entered into as of this 29th day of May, 1998, by and among A.C.J., LLC, AND THE UNDERSIGNED, BEING ALL OF THE OWNERS AND MORTGAGEES OF THE LAND LOCATED WITHIN THE FOREGOING SUBDIVISIONS.

WHEREAS, the property located within Strawberry Field is subject to that certain Restrictions and Reservations recorded at Roll 126, Image 1936, in the Office of the Register of Deeds for Washington County, Tennessee; and

WHEREAS, the undersigned desire to amend and modify the foregoing Restrictions and Reservations for Strawberry Field;

NOW, THEREFORE, the parties hereto hereby agree to amend and modify the foregoing described Restrictions and Reservations as follows:

- I. By deleting Paragraph 2 of the General Restrictions in its entirety and replacing it with a new Paragraph 2, as follows:
 2. Structures-Materials.

Residences 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, shall not be constructed of concrete blocks, cinder blocks or materials of similar appearance, nor shall artificial, simulated, fake, or imitation materials be used. No mobile homes, mobile home kindred, manufactured homes, pre-fabricated homes or modular homes shall be erected or maintained within Strawberry Field Subdivision. Driveways shall be constructed of concrete.
- II. By deleting Sub-Paragraph 9(g) of the General Restrictions in its entirety and replacing it with a new Sub-Paragraph 9(g), as follows:
 - (g) All drives must be constructed of concrete.
- III. Except as amended herein, the Restrictions and Reservations remain in full force and effect according to their terms.

In witness whereof the parties have hereunto set their hands and seals as of the day and date first above written.

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State of Tennessee, County of WASHINGTON
 Received for record the 26 day of
 NOVEMBER 1997 at 9:45 AM. (RECH 151573)
 Recorded in official records film
 Roll 126 Image 1936-1947
 State Tax \$.00 Clerks Fee \$.00,
 Recording \$ 48.00, Total \$ 48.00.
 Register of Deeds CHARLES BEARD
 Deputy Register DEBBIE JARRETT

RESTRICTIONS AND RESERVATIONS
 STRAWBERRY FIELD

DECLARATION OF RESTRICTIONS on land embraced in STRAWBERRY FIELD, a subdivision in Washington County, Tennessee, as shown by plat recorded in Plat Book 14, Page 245, in the Office of the Register of Deeds for Washington County, Tennessee.

We, the undersigned, the owners of all the land embraced in Strawberry Field do 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. Easement for natural drainage is reserved as natural drainage courses now exist, and no subsequent purchaser or owner shall obstruct any drainage course.
3. No tract of land laid out as a lot in Strawberry Field shall ever be used as a street.
4. The right to enter in accordance with Paragraph 15 below.

GENERAL RESTRICTIONS

1. Use.

The lots within Strawberry Field (hereinafter the "Lots") are for, and shall be limited to use as, single-family residential purposes only. There shall not exist on any lot at anytime more than one residence. No trailer, tent, shack, barn, temporary building, outbuildings, or guest house shall be erected on any of the lots in the subdivision without approval in writing from the undersigned or their designee. No garage shall be constructed except as an integral part of the residence it is intended to serve. Garages, which shall be for the use only of the occupants of the residence which they are appurtenant, may be attached or detached from the residence, may only be used primarily for garaging automobiles, must be constructed in design and materials in a manner identical with the residence and must be approved in advance by the undersigned or their designee.

2. Structures-Materials.

Residences 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, shall not be constructed of concrete blocks, cinder blocks or materials of similar appearance, nor shall artificial, simulated, fake, or imitation materials be used. This prohibition specifically excludes, by way of illustration but not limitation, simulated brick, stone or other exterior facing. Driveways shall be constructed of concrete or asphalt paving.

3. Structures-Size and Shape.

One-story residences shall not have less than 2200 square feet of floor area devoted to living purposes, exclusive of open porches and garages. Two story residences shall not have less than 2660 square feet of floor area devoted to living purposes, exclusive of open porches and garages. No residence shall be constructed with a straight line roof. Bonus Rooms do not count as square footage for the above square footage requirements.

4. Structures-Construction.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence construction of 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 the curb and property line unless approved by the undersigned or their designee. 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 prosecuted diligently and must be completed within eight (8) months. No building shall be occupied during construction until substantially complete, nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations and restrictions herein set forth. Eighty percent (80%) of outside finish material must be brick, stone or EIFS.

5. Approval of Plans.

(a) For the purpose of further insuring the development of Strawberry Field as an area of high standards, the undersigned or their designee hereby reserves 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 undersigned or their designee shall deem necessary and proper.

(b) Whether or not provision therefor is specifically stated in any conveyance of a lot made by the undersigned or the 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 therefor and plot plan have been approved in writing by the undersigned or their designee. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plot 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 undersigned or their designee shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If the undersigned or their designee shall fail to approve or disapprove the plans and specifications within 30 days after written request therefor, 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.

6. 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. After Two-Thirds (2/3) of the lots have been conveyed, all privileges, powers, rights and authority to approve or disapprove as provided in this restriction shall be exercised by and vested in a committee to be selected by the Strawberry Field Improvement and Homeowner's Association.

7. Subdivision and Addition of Lots.

Each lot, as shown on the recorded plat hereinbefore referred to, constitutes a building site and no lot shall be divided into two building sites. Further, no building site shall be less in area than the area of the smallest lot shown on the recorded plat hereinbefore referred to. A single lot, together with a contiguous portion or portions of one or more lots in the same block may be used for one building site. No lot shall be subdivided except with the approval of the undersigned or their designee.

8. Setback Lines.

Setback lines shall be as required by applicable governmental regulation.

9. Fences, Walls, Outbuildings, Tanks, Garbage Cans and other Structures.

(a) No improvement or structure whatever, other than a single-family residence and appurtenant garage constructed in accordance with these restrictions, may be erected placed or maintained on any building site.

(b) Any and all tanks for use in connection with any residence constructed in Strawberry Field, including tanks for the storage of fuels, must be buried or walled-in 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 in accordance with this paragraph sufficiently to conceal them from the view of neighboring lots, roads or streets.

(c) 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 be walled-in in accordance with this paragraph or landscaped sufficiently to conceal them from the view of neighboring lots, roads or streets.

(d) 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 2 above. No boundary wall shall be constructed with a height of more than six feet and no boundary line hedge or shrubbery shall be permitted with a height of more than six feet.

(e) No wall of any height or for any purpose shall be constructed on any lot until after the height, type, design, and approximate location therefor shall have been approved in writing by the undersigned or their designee. The heights or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such heights may be completely determined by the undersigned or their designee.

* (f) No fence shall be constructed on any lot unless and until the plans and material have been approved by the undersigned or their designee in writing. Fences must be complimentary 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 posts or rails be of non-decorative metal.

(g) All drives must be paving or concrete.

(h) All mailboxes must conform to the exterior of homes.

10. Native Growth, Vegetation, Landscaping.

The native growth present on the lots shall not be permitted to be destroyed or removed except as approved in writing by the undersigned or their designee. 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. If any lot owner shall fail to perform his/her obligations hereunder, the undersigned or their designee may cause the obligation to be performed and the owner of the lot shall be obligated to pay for the cost of such work. In the event native growth is removed or injured in violation hereof, the owner shall replace same.

11. 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. 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 the construction and sale period shall be permitted.

12. Nuisances.

Except as provided in Paragraph 13 below, no cattle, swine, goats, poultry or fowl shall be kept on any lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, concealment walls, or screening approved by the undersigned or their designee. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. 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 undersigned or their designee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the undersigned or their designee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within 30 days after the owner is billed therefor. 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 any thing, 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 the off-road purposes of track racing, dirt-bike riding, motor-cross racing, or the like. This prohibition is specifically intended to prohibit dirt-bikes, race cars and trucks and loud motorcycles. This prohibition is not intended to prohibit factory standard on and off road four-wheel drive recreational vehicles.

13. 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 two (2) of any species or three (3) all together. Pets shall not be allowed to roam free but shall be contained either inside the residence or in an outside enclosure approved by the undersigned or

their designee. In no event shall pets be maintained in a garage unless approved by the undersigned or their designee, which approval may be revoked without notice.

14. Water Supply.

No individual water supply systems, including wells, shall be permitted.

15. Remedies for Violations-Invalidations.

For a violation or a breach of any of these Reservations and Restrictions by any person claiming by, through, or under the undersigned or their designee, or by virtue of any judicial proceedings, the undersigned or their 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 their 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 a 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 undersigned or their 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 the enforcement, at law or in equity of compliance with these reservations and restrictions, such expense, including reasonable attorneys fees, shall be a lien in favor of the undersigned or their designee upon the subdivision lot containing the violation or breach.

16. Homeowner's Association.

For the purpose of maintaining common areas, roads (other than roads maintained by the applicable governmental authority), community services, and recreational facilities, including a swimming pool and/or tennis courts, if any, every lot owner, in accepting a deed or contract for any lot in Strawberry Field, agrees to and shall be a member of and be subject to the obligations, including the obligation to pay dues, and the duly enacted Bylaws and rules of the Strawberry Field Improvement and Homeowner's Association, a nonprofit corporation.

17. Effective Dates.

These restrictions shall be effective until January 1, 2014, and shall automatically be extended thereafter provided; however, that the owners of the majority of the square foot area of the lots in Strawberry Field may, after January 1, 2014, and after a one year notice to all property owners therein, 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 for such purpose, and filing the same for record in the Office of the Register of Deeds for Washington County, Tennessee, after January 1, 2014.

In witness whereof, the undersigned have executed this instrument on this the 25 day of November, 1997.

A.C.J., LLC

By: Carl T. Little
CARL T. LITTLE, Managing Member

By: Alan W. Shelton
ALAN W. SHELTON, Managing Member

By: Joe M. Wilson
JOE M. WILSON, Managing Member

STATE OF TENNESSEE)
)
COUNTY OF WASHINGTON)

Before me, SONDRA L. BERRY, a Notary Public of the state and county aforesaid, personally appeared CARL T. LITTLE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Managing Member of A.C.J., LLC, the within named bargainor, a limited liability company, and that he as such Managing Member, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as a Member.

Witness my hand, at office, this 25 day of November, 1997.

Sondra L. Berry
Notary Public



My Commission Expires:
1-31-2001

STATE OF TENNESSEE)
)
COUNTY OF WASHINGTON)

Before me, SONDRA L. BERRY, a Notary Public of the state and county aforesaid, personally appeared ALAN W. SHELTON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Managing Member of A.C.J., LLC, the within named bargainor, a limited liability company, and that he as such Managing Member, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as a Member.

Witness my hand, at office, this 25 day of November, 1997.

Sondra L. Berry
Notary Public



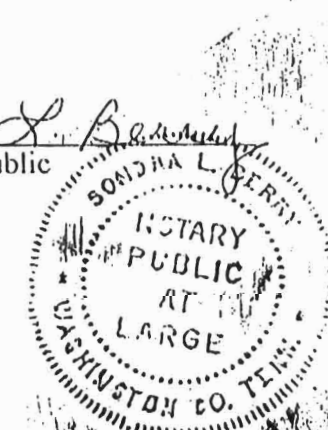
My Commission Expires:
1-31-2001

STATE OF TENNESSEE)
)
COUNTY OF WASHINGTON)

Before me, SONDRA L. BERRY, a Notary Public of the state and county aforesaid, personally appeared JOE M. WILSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Managing Member of A.C.J., LLC, the within named bargainor, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as a Managing Member.

Witness my hand, at office, this 25 day of November, 1997.

Sondra L. Berry
Notary Public



My Commission Expires:
1-31-2001

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