Prepared By and Return to: Travis D. Henry, Attorney
175 Spring Street, NW
Cleveland, Tennessee 37311

RESTRICTIONS FOR EASTVIEW COVE SUBDIVISION

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, I, **ALEKSEY MELNIKOV**, ("Developer") being the owner of land to be known as **EASTVIEW COVE SUBDIVISION**, a plat of which is recorded in the Register's Office of Bradley County, Tennessee (ROBCT) in **Plat Book** 36, **page** 55 consisting of **Lots** 1 **through** 18A have divided said property into lots, and in order to develop, protect and maintain a desirable community and high standards of property values therein for the benefit of all purchasers, owners or holders of said lots, the following special covenants and restrictive conditions are hereby made covenants and restrictive conditions to run with the land, whether they be mentioned or referred to in subsequent conveyances or not; and all conveyances within said subdivision shall be accepted subject to said special covenants and restrictive conditions and to the penalties hereinafter provided for their violation or attempted violations as fully as if incorporated into and made a part of each conveyance in detail.

1. LAND USE. All Lots shall be used exclusively for residential purposes. No business of any kind shall be located within said Subdivision nor shall any business of any kind be operated out of any home. No Lot or part of Lot may be used as a street or utility right-of-way easement connecting the streets within this Subdivision to any land outside the Subdivision, EXCEPT WITH THE EXPRESS WRITTEN AND RECORDED APPROVAL OF THE DEVELOPERS OR THEIR SUCCESSORS IN INTEREST OR ASSIGNS.

2. ARCHITECTURAL CONTROL. No construction of any building shall begin until the plans and specifications and a plan showing the location of the structure shall have been approved by Developer or a committee designated by, or one or more persons designated by Developer or the Property Owner's Association (the "Architectural Control Committee"). IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE that the Architectural Control Committee, may require any changes, not otherwise prohibited in these restrictions, concerning size, designs, style, location, type of exterior and so forth, with regard to the building. The decision of the Architectural Control Committee or their successors in interest, shall be final.

3. BUILDING TYPE AND LOCATION. No structure shall be erected or maintained on any Lot or tract other than a detached single-family dwelling. No more than one (1) residence shall be permitted upon any one Lot or tract. An outbuilding may be erected or located to the rear of the main building. Each dwelling shall have an attached two-car garage, but no more than a three-car garage, which shall be attached to the main dwelling. Setbacks shall be governed by the subdivision regulations of Bradley County and/or the relevant building code if different from the recorded plat.

All structures, including garages and outbuildings, shall be constructed of new material and shall be of the same materials as the main house, and unless of some brick, rock or other non-fading materials, the same shall be painted and maintained in a good condition at all times

There shall be no dwellings or buildings erected of stucco or of a geodetic dome design, or of any extremely unusual design without the express approval of the developer, its successors and/or assigns. There shall be no split-foyer homes or split-level homes erected. All roofs on all buildings shall be covered with a high quality roofing material. All roofs shall contain a minimum pitch ratio of 8 to 12. Porch overhangs shall not be governed by this 8 to 12 ratio requirement and shall be governed by and subject to the approval of the developer and or the Architectural Review Board. All foundations on all buildings, including but not limited to garages and outbuildings, shall be of brick or stone unless otherwise approved by the developer, its successors and/or assigns.

No fencing shall be in the front of the dwelling. Fences are allowed to the rear of the dwelling. Metal or chain link fencing shall be of rust proof or black metal and all fences

shall be of new materials and kept in good condition at all times. Privacy fences shall not be more than 6 feet high. All fences shall be approved by the Developer or Architectural review Board as to type and placement prior to construction.

Dwellings shall be setback from the street as provided on the recorded Plat of this Subdivision, unless otherwise approved for change as to a specific lot by the developer in writing.

4. SUBDIVISION OF LOTS. No lot or tract may be subdivided by anyone other than the original developer who shall have the authority to re-subdivide any lot or tract. However, this does not preclude the addition of a portion of a lot to another lot, so long as the lot from which the portion is taken contains at least 51% of its original lot size. Furthermore, this provision does not preclude the building upon two or more lots, in which case said lots shall be considered one lot for this provision. No lot or tract shall be divided for the purpose of creating a new or separate a lot for building purposes; each division, except as made by the subdivision developer, shall be for the purpose of adding to an adjacent tract of land. There shall be no utility station of any sort located on any lot unless as otherwise approved by the developer.

5. DWELLING SIZE. The minimum square footage of living area of each single-level dwelling, exclusive of basements, porches, breezeways, terraces, garage, etc. shall be 1,500 square feet; and any one and one-half story dwelling shall contain not less than 1,700 square feet with a minimum of 1,000 square feet of heated and cooled space on the first floor. Any two story dwelling shall contain not less than 1,700 square feet with a minimum of 1,000 square feet of heated and cooled space on the first floor. The square footage of any other non-designated dwelling must be specifically approved by the developer, or its successors in interest. Under no circumstances shall there be any dwelling erected for the purpose of housing servants, i.e. there shall be no servants quarters located on any lot or tract.

6. UTILITIES AND DRAINAGE EASEMENTS. There shall be imposed upon all Lot lines drainage and/ or utility easements as set out and as shown on the recorded plat.

7. TEMPORARY STRUCTURES OR MOBILE HOMES OR MODULAR HOMES. No mobile home, modular home, house trailers, tents or shacks which shall all be considered temporary, nor shall any other buildings of a temporary character, be erected or moved onto any Lot within said Subdivision. Also specifically prohibited is the partial construction, such as a basement, of a house and moving into the same prior to full completion of the entire house. All such structures shall be considered temporary and prohibited.

8. ANIMALS. Dogs and cats with a limit of two (2) each, are allowed, but no other animals are allowed as pets in the yards of said lots. All dogs and cats shall be maintained by said owner in a fenced area or on a leash. If said animals run freely and become a nuisance, then the proper authority or pound can or will be contacted by the developer or any resident in the community.

9. NUISANCES. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done therein which will be or may become an annoyance to the neighborhood. The having or allowing of a tractor trailer or any trailers used or to be used as living quarters or junk, such as appliances, shall constitute a nuisance, per se. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise shall likewise constitute a nuisance, per se. Also, the non-removal within ninety (90) days after occupancy of any building materials, such as blocks, bricks, lumber, etc., from the street view shall be a nuisance, per se. And if the dwelling has been damaged or destroyed and is not repaired or removed within six (6) months, the same shall constitute a nuisance, per se.

10. STREET DEDICATION AND MAIL BOXES. All streets on the Plat are hereby dedicated to the public use.

Mailboxes shall be governed by the Post Master General, including the fees associated therewith. Individual mailboxes shall not be allowed.

11. SUBDIVISION MAINTENANCE. Each Lot Owner, whether occupying the Lot or not, shall maintain the beauty and property values by keeping the area in a neat and attractive

condition by mowing, trimming, etc. The responsibility of the Developers with regard to any Lot shall terminate upon the "final approval" of the appropriate Planning Commission as to the Subdivision proper. Prior to beginning any construction, owner shall install a gravel driveway and maintain said driveway throughout construction. Silt fencing shall be installed for sediment control during construction and no runoff and/or mud shall be allowed on the street from a construction site.

12. COMPLETION. Once construction has begun, the home shall be completed, in livable condition, within eight (8) months of the start; otherwise, it shall be considered a nuisance under these restrictions.

Upon completion of the construction of the main dwelling, the Owner of each Lot shall expend for landscaping a minimum of one percent (1%) of the total cost of the house and lot. This provision shall apply to any re-construction of any destroyed dwelling.

The landscaping shall be completed within sixty 60 days from the date the Notice of Completion on the home is filed in the courthouse and/or sixty (60) days from the date of occupancy of the home itself. Failure to do so is a nuisance. The occupancy of the residence or the filing of a Notice of Completion in the Register's Office for Bradley County, Tennessee, which ever is first in time shall be evidence of completion.

Street lights shall be located within the utility right of way and the Association shall be responsible for paying the monthly expense of said lights.

13. WATER SUPPLY SYSTEM. No individual water supply system shall be permitted upon any lot, unless such system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of both State and local health authorities, and approved by the subdivision developer, or its successors in interest. Approval of such system as installed shall be obtained from such authority as well as the developer of the subdivision, or its successors in interest.

14. MAINTAINING OF CURBING. The Owner of each Lot, particularly during construction, shall maintain and keep in good repair the curbing and streets adjacent to said Lot, and shall replace and/or repair the curbing and the streets that are damaged by himself, his builders, agents or servants.

15. SPECIAL RADIO EQUIPMENT. There shall be no type radio or equipment using air waves which will interfere with the normal reception of radio and television or other appliances used or maintained in the Subdivision. Furthermore, all satellite dishes shall be located in the rear of the dwelling not visible from the street.

16. WATER AND SPETIC TANKS. All lots shall be connected to the Ocoee Utility District Sewer. All dwelling houses not connected with public sewer lines shall be equipped and properly served by a septic tank constructed in accordance with the requirements of the State Board of Health. Septic tanks and appurtenant pumps shall be maintained by the Ocoee Utility District. An easement for the purpose of installation and maintenance of the sewer system and connections is hereby reserved across each Lot. No shrubbery or landscaping shall be permitted blocking said easement area.

Additionally, the drainage for back of Lots 14-17 and along the property line for Lots 15 and 16 must be maintained by the owners of said lots.

17. MOTOR HOMES. BOATS. CAMPING TRAILERS OR TRAVEL TRAILERS, PLAYGROUND EQUIPMENT, PROPANE TANKS AND POOLS. No motor home, boat, boat trailer, travel trailer, camping trailer, or other similar trailer vehicles, whether motorized or not, shall be parked for longer than three (3) days in any driveway in front of a structure or in the front yard of, or to the side of, any dwelling, nor on any vacant lot so as to be exposed to the street. Such vehicle or trailer shall be parked in a garage, basement or to the rear of any residence so as to be out of normal view from any street within the subdivision.

All playground equipment, propane tanks and pools shall be located in the rear of the dwelling.

18. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until September 1, 2040, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of the lots or tracts within said subdivision development, it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot or tract, as originally sold by the developer, shall have one (1) vote. So long as Developer owns an interest in the Subdivision, Developer expressly reserves the right to amend and modify these Restrictions at any time.

19. INVALIDATION. The invalidation of any one of these covenants or any word, phrase or clause therein by judgment, court order or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.

20. ENFORCEMENT. In the event that any one or more of the foregoing restrictive covenants be violated by any party, either owner or tenant, then the party guilty of such violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lots or of the then constituted public authorities to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings, which costs and attorney fees are prescribed as liquidated damages; and shall also be liable for such other and additional damages as may accrue. The remedies provided in this paragraph shall not be exclusive, but shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said Restrictions.

21. ASSOCIATION. Upon the sale of a majority of lots (51%), a homeowner's association is to be formed under the laws of the State of Tennessee for the purpose of carrying on one or more of the functions of a homeowner's association including, but not limited to, exercising all the powers and privileges and performing all the duties and obligations set forth in this declaration. Every person who is an owner is and shall be a member of the association as more particularly set forth in the Bylaws of the Association.

21.1 Common Properties and Improvements Thereon. The developer may install initially one or more entrance signs to the development. The signs shall become part of the Common Properties and the Association shall become responsible for the operation, maintenance, repair and replacement of the signs. The developer may also landscape the entrance areas (whether privately or publicly owned) and other areas where it may or may not have reserved an easement. These areas shall become Common Properties, and the Association shall then become responsible for maintenance of the landscaped areas. The developer and the Association may add additional Common Properties from time to time as they see fit. The Common Properties shall remain permanently as open space except as improved, and there shall be no subdivision of same, except as otherwise provided herein. No building, structure or facility shall be placed, installed, erected, or constructed in or on the Common Properties unless it is purely incidental to one or more of the uses above specified.

Lots 18 and 18a include a retention/detention ponds which shall be considered a common area. The Association is responsible for the maintenance and care of any and all detention pond areas. The Association shall also be responsible for the utilities for street lights as well as the cluster mailbox.

21.2 Creation of a Lien and Personal Obligation of Assessments. Each owner, by acceptance of a deed conveying a lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these covenants and pay to the Association annual assessments and special assessments for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The owner of each lot shall be personally liable, such liability to be joint and several if there are two or more owners, to the Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are owners of a lot. The annual and special assessments, together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments

shall bear interest from date to date of payment at the rate set by the Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more lots are combined into a single lot by an owner, the assessments will continue to be based upon the number of the original lots purchased. In the event three or more lots are combined into two or more lots by an owner, the assessments will continue to be based upon the number of original lots, and if any original lot is subdivided, the assessment on such original lot shall be prorated between the owner based upon the square footage owned by each owner.

21.3 **Purpose of Annual Assessments**. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the owners and for the improvements and maintenance of the Common Properties.

21.4 **Amount of Annual Assessment**. From the sale of the first lot, until the transfer of governing authority from the Developer to the Board takes place as described in the Bylaws, the amount of the annual assessments shall be set by the Developer at such amount as the Developer, in its sole discretion, deems appropriate to promote the upkeep, maintenance, recreation, health, safety, and welfare of its members. Thereafter, the amount of the annual assessments shall be set by the Board.

21.5 **Lien**. Recognizing that the necessity for providing proper operation and management of the Properties entails the continuing payment of costs and expenses therefor, the Association is hereby granted a lien upon each lot and the improvements thereon as security for payment of all assessments against said lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by the Association in enforcing the lien upon said lot. The lien shall become effective on a lot immediately upon the closing of that lot. The lien granted to the Association may be foreclosed as other liens are foreclosed in the State of Tennessee. Failure by the owner or owners to pay any assessment, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

21.6 **Lease, Sale of Mortgage of Lot**. Whenever any lot may be leased, sold or mortgaged by the owner thereof, which lease, sale or mortgage shall be concluded only upon compliance with other provisions of this Declaration, the Association, upon written request of the owner of such lot, shall furnish to the proposed lessee, purchase of mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such lot; and such statement shall also include, if requested, whether there exists any matter in dispute between the owners of such lot and the Association under this Declaration. Such statement shall be executed by an officer of the Association, and any lessee, purchase or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In any voluntary conveyance of a lot, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor(s) and the lot made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amounts paid by the grantee(s) therefor.

The Association shall at all times maintain a register setting forth the names of the owners and, in the event of a sale or transfer of any lot to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such lot, together with such recording information that shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any lot. Further, the owner shall at all times notify the Association of any mortgage and the name of the mortgagee on any lot, and the recording information which shall be pertinent to identify the mortgage and the mortgagee. The mortgagee may, if it so desires, notify the Association of the existence of any mortgage held by it, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same. The Association may rely on such register for the purposes of determining the owners of lots and holders of mortgages.

The liens provided for in this Declaration shall be subordinate to the lien of a first mortgage on any lot if, and only if, all assessments, whether annual or special, with respect

to such lot having a due date on or prior to the date such mortgage is recorded have been paid. In the event any such first mortgage (i.e., one who records a mortgage on a lot for which all assessments have been paid prior to recording) shall acquire title to any lot by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such mortgagee acquiring title shall only be liable and obligated for assessments, whether annual or special, as shall accrue and become due and payable for said lot subsequent to date of acquisition of such title. In the event of the acquisition of title to a lot by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessments, whether annual or special, as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners as part of the Common Expense; provided, however, nothing contained herein shall be construed as releasing the party or parties liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

THE RESTRICTIONS SHALL BE BINDING ONLY UPON THE LOTS SHOWN ON THE AFOREMENTIONED PLAT. THESE RESTRICTIONS ARE NOT MEANT TO AFFECT NOR INTENDED TO AFFECT ANY OTHER LAND(S) WHETHER ADJOINING OR OTHERWISE OWNED NOW OR IN THE FUTURE BY THE OWNER/DEVELOPER OF EASTVIEW COVE.

WITNESS my signature this 26 day of August 2020.

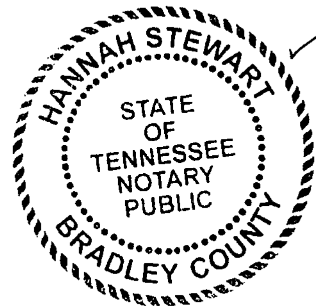
DEVELOPER:

Aleksey Melnikov
By: Aleksey Melnikov

STATE OF TENNESSEE
COUNTY OF BRADLEY

On this 26 of August, 2020, before me personally appeared Aleksey Melnikov, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his their free act and deed.

Hannah S
NOTARY PUBLIC
My Commission Expires: 2/21/24



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6 PGS:AL-RESTRICTIONS	
DINA BATCH: 242793	08/27/2020 - 10:44 AM
MORTGAGE VALUE:	0.00
TRANSFER VALUE:	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, BRADLEY COUNTY
DINA SWAFFORD
REGISTER OF DEEDS