

Prepared by DAVID S. HUMBERD, Attorney
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RESTRICTIONS FOR CAMPBELL COVE

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, we, RONALD L. BARKER and wife, PAMELA W. BARKER, being the owners of land to be known as Campbell Cove, a Plat of which is recorded in the Register's Office of Bradley County, Tennessee (ROBCT) in Plat Book _____, page _____, consisting of 36 Lots, 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 which 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 for residential purposes only. There shall be no business of any kind located upon any lot nor shall any business of any kind be operated out of any home. At no time shall any lot be used in whole or part as a street or right-of-way for any utility easements connecting from said street within the subdivision to any land outside the subdivision except with the express written and recorded approval of the developers, their heirs or assigns. ONCE CONSTRUCTION HAS BEGUN, IT SHALL BE COMPLETED IN NOT MORE THAN TWELVE (12) MONTHS, otherwise it shall be considered a nuisance with remedies as are specified in these Restrictions.

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 a committee designated by the owners, or of a then property owners committee, should such committee be created. IT IS CLEARLY UNDERSTOOD AND THE PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE that the architectural control committee may require any changes not otherwise prohibited in these Restrictions, concerning size, design, style, location, type of exterior, etc., with regard to the building. The committee shall not be unreasonable in its demands.

3. BUILDING TYPE AND LOCATION. No structure shall be erected or maintained on any lot other than a detached single-family dwelling, not to exceed two and one-half stories in height and not more than one residence shall be permitted upon any one lot. All dwellings shall have at least a double car garage attached to the main dwelling.

All structures shall be constructed of new materials, and unless of brick or rock or of some non-fading material, the same shall be painted and maintained in a good condition at all times.

There shall be no structures erected of a geodesic dome design or of any extremely unusual design without the express approval of the architectural control committee. There shall be no artificial or man-made stone materials used. All main roofs shall contain a pitch ratio of 7 to 12 or greater. All foundations shall be of brick or mountain stone unless otherwise approved by the architectural control committee. The use of wood windows shall be required unless waived by the architectural control committee. There shall be no metal, wire or chainlink fencing in front of any dwelling (either along the side or front boundaries) and all fences to the rear of the dwelling shall be of new materials and kept in good condition at all times. Satellite dishes over 36 inches in diameter are prohibited upon all lots within said subdivision. Satellite dishes shall be concealed from street view.

All roofs shall be constructed with dimensional shingles such as Briarglass or similar material. Outbuildings of similar material and construction may be built behind the main structure.

4. DRIVEWAYS DURING CONSTRUCTION. Before any construction is begun, a temporary driveway with at least crusher-run stone thereon shall be installed and said drive shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road. After construction is completed, the driveway shall be of concrete with proper crowning and drainage and shall be installed within two (2) months after the initial occupancy of the dwelling.

During construction property owners shall remove all debris in a timely manner and shall take all steps necessary to prevent soil and debris from washing on other lots or streets.

5. SIDEWALKS. All lots upon completion of construction shall have a sidewalk, which sidewalk shall begin 7 feet from the curb and shall be a width of 4 feet and shall be constructed of concrete with proper crowning and drainage and constructed so as to connect to the sidewalk of the adjoining lots. No washed aggregate type concrete permitted in 4-foot sidewalk area.

6. SUBDIVISION OF LOTS. No lot may be subdivided by anyone other than the original owners who shall have the authority to re-subdivide any lot, but in no event shall the re-subdivision of any lot contain less than the minimum square footage in the City Zoning Laws. 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 all provisions in these Restrictions. Except by the original owners, no lot shall be divided for the purpose of creating a new or separate lot for building purposes; each division, except as made by the owners, shall be for the purpose of adding to an adjacent lot.

7. DWELLING SIZE. The architectural control committee shall strive to maintain a minimum living area of 1,600 square feet in all dwellings, plus attached double car garage. In all provisions of this paragraph, the decisions shall be those of the committee; and, while this paragraph is a guide, it is not mandatory upon the committee.

8. FRONT PORCHES. All front porch foundations shall be enclosed and shall be of either brick or mountain stone construction.

9. UTILITY AND DRAINAGE EASEMENTS. There shall be imposed upon all interior lot lines a utility and drainage easement of five (5) feet and ten (10) feet on all lot lines abutting the land adjacent to the subdivision; there is also imposed upon the lots a fifteen (15) foot utility easement along the street lines. ALL UTILITY WIRES FROM STREETS TO BUILDINGS UPON EACH LOT SHALL BE BURIED. There shall be no exposed service connecting wires for electricity, telephone, cable or otherwise from streets to any structure. Owners reserve the right, without liability, to remove trees along lot lines for installation of any type utility or sewer lines.

10. BUILDING SETBACK LINES. All structures shall be set back from the street a minimum of 25 feet. All structures shall be at least 5 feet from the rear lot lines and shall not interfere with the existing utility easements. All one-story structures shall be at least 10 feet from one interior lot line and at least 3 feet from the remaining interior lot line. All two-story structures shall be at least 12 feet from one interior lot line and at least 3 feet from the remaining interior lot line. All structures shall be set back from all side streets a minimum of 20 feet.

11. TEMPORARY STRUCTURE OR MOBILE HOMES. No mobile homes, house trailers, tents, snacks, or other buildings of a temporary character shall be erected or moved onto any lot within any phase or section of this subdivision. Specifically prohibited is the partial construction, such as a basement of a house, and moving into said partially constructed dwelling prior to its full completion. Such structure shall be considered temporary and prohibited.

12. ANIMALS. No animals, except household pets, shall be kept on said lots, and such animals shall be kept or maintained for any commercial purposes. No pet animals shall be considered a nuisance to the neighbors.

13. NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The having or allowing of trailers, debris or junk shall constitute a nuisance per se. Recreational vehicles or trailers may not be parked in the front or side of said lots for a period exceeding two (2) weeks. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise, shall likewise constitute a nuisance per se. Also the non-removal for ninety (90) days after occupancy of a dwelling of all building materials, such as block, bricks, lumber, etc., from street view shall be a nuisance per se. Also, any dwelling which has been destroyed or damaged to any degree which is externally visible shall be repaired within six (6) months from such destruction or damage: The failure to do so shall be a nuisance per se. Satellite dishes over 36 inches in diameter are prohibited and to install one shall be considered a nuisance per se.

14. STREET DEDICATION. All streets and tree yard shown on the Plat are hereby dedicated to the public use.

15. SUBDIVISION MAINTENANCE. To maintain the beauty and property values, each lot owner shall be responsible for keeping his entire land area, including the tree yard in front of owner's lot, in a neat and attractive condition by mowing, trimming, etc. The owner's responsibility, other than as a land owner, shall terminate upon the "final approval" of the appropriate Planning Commission of this subdivision.

16. MAILBOXES, NEWSPAPER BOXES, LOT IDENTIFICATION PLAQUES, AND FRONT FENCING. All mailboxes and newspaper boxes shall be of a cluster type and shall be at the entrance of the subdivision. The design of the cluster boxes shall be approved by the owner or subsequent owner's association. There shall be no individual mail or newspaper boxes located on the lots. Each lot owner on Greenfield Avenue (Lots 1-12 and 20, 21, 26, 27, 32, 33, 34, 35, and 36), within 60 days of the completion of construction, shall construct or reimburse owner or homeowners association for construction of fencing consisting of at least 2 brick post and white PVC decorative fencing on house side of public street. The design shall be approved in advance by owner or homeowners association. Each fence shall on one brick post contain matching plate bearing the house number.

17. HOMEOWNERS ASSOCIATION. Every owner of a lot shall be a member of the Association and shall be entitled to attend, participate, and vote in all meetings of the Association. Each owner shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall constitute one (1) owner. All decisions of the Association shall be decided by a majority of the votes represented at any meeting at which a quorum is in attendance.

The purpose of the Association is to carry out the terms of these Covenants, to adopt such rules and regulations as may be appropriate, to set and collect assessments, and to do and perform any and all other things, matters, or acts required by or permitted by the Owners or the laws of the State of Tennessee which are necessary and desirable to carry out the purposes and intentions

expressed herein.

The annual meeting of the Association shall be held at 1:00 o'clock p.m. on the first Saturday in April of each year in Bradley County, Tennessee, unless agreed otherwise by a Majority In Interest, for the purpose of adopting a budget and determining an assessment for the following year, and of transacting any other business authorized to be transacted. Special meetings of the Association shall be called by the Chairman or by written request of any five (5) or more of the owners.

In addition to the rights, powers, and duties conferred upon the Association by the Covenants and the laws of the State of Tennessee, the Association shall have the following additional and cumulative rights, powers, and duties:

(a) To hold title and possession to funds and property, including the maintenance funds and other assessments, and including title to any part of the property, as trustee for the use and benefit of the owners;

(b) To make and collect maintenance fund assessments against owners to defray the costs of the Association, including, without limitation, all costs and expenses of carrying out the provisions of the Declaration, and of engaging all necessary services and employees therefore;

(c) To oversee the maintenance, repair, replacement, operation and administration of the property, as provided herein, and other matters covered by the Declaration;

(d) To make and amend reasonable regulations for the use of the property;

(e) To enforce the provisions of the Declaration and the rules and regulations for the use of the property;

(f) To carry insurance for the protection of owners against casualty and liabilities;

(g) To pay the cost of any power, water, sewer and other utility services rendered to the Association and not billed to individual lots;

(h) To employ personnel to perform the services required for proper administration of the Association, including, without limitation, auditors, attorneys, bookkeepers, and managers;

(i) To incorporate the Association if found to be desirable.

18. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until April 1, 2017, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots within said subdivision and each phase or section thereof, it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot as originally sold shall have one vote.

19. INVALIDATION. The invalidation of any 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.

WITNESS our signatures this _____ day of _____, 1996.

RONALD L. BARKER

PAMELA W. BARKER