

The Summit Restrictions

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby, .acknowledged, We., DENNIS.& ANGELA TUMLIN & SCOTT DULANEY, of Rhea County, Tennessee, being the DEVELOPERS of the land known as THE SUMMIT Subdivision have divided said property into building tracts and in order to develop, protect and maintain a desirable community and high standards of property values therein, and for the benefit of all purchasers, owners or holders of lots or tracts within said Subdivision, the following special covenants and restrictive-conditions are hereby made covenants and restrictive conditions to run with the land, whether or not they be mentioned or referred to in subsequent conveyances within said Subdivision shall be accepted subject to said special covenants and restrictive conditions and to the penalties herein provided for their violation or attempted violation as fully as if incorporated into and made a part of each conveyance in detail. All previous restrictions upon said property are no longer valid from said date of public recording of these covenants and restrictive conditions.

1. LAND USE. All lots or tracts shall be used for residential purposes only. There shall be no business of any kind located upon any tract nor shall any business of any kind be operated out of any home. At no time shall any lot or tract be used in whole or part as a street right-of-way or for utility easement connecting from said street within the Subdivision with any land outside the Subdivision except with the express written and recorded approval of the DEVELOPERS.

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 the DEVELOPERS or one or more persons designated by him or by a property owners committee if such shall have been created. **IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE** that the architectural control person or committee as applicable, 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 decision of the DEVELOPERS or their successor in interest or the committee, if such shall have been appointed, shall be final. Where the conflict cannot be reconciled, the DEVELOPERS or his successors in interest, shall, upon demand of the original purchaser, refund, without interest and without payment of any charges, the amount originally paid to the DEVELOPERS for the lot in conflict.

3. BUILDING TYPE AND LOCATION. No structure shall be erected or maintained on any lot or tract other than a detached single-family dwelling, not to exceed two and one-half stories in height (excluding basement) and not more than one residence shall be permitted upon any one lot or tract as shown on the original recorded Plat. Each dwelling shall have a garage, which shall be attached to the main dwelling. (on the main level) There shall be no dwellings or buildings erected of a geodesic dome design or of any extremely unusual design without the express approval of the DEVELOPERS or their assigns. There shall be no artificial or man-made stone materials used. All roofs shall be covered with cedar shakes or dimensional shingles (architectural shingles) unless the DEVELOPERS approve a different material. All roofs shall contain a minimum pitch ratio of 8 to 12. All foundations shall be of brick or mountain stone unless otherwise approved by the DEVELOPERS or their assigns. It is requested that the exteriors contain a minimum of 75% brick unless otherwise approved. All driveways shall be of concrete. Mailboxes shall be of the same kind as designated by DEVELOPERS. There shall be no metal, wire, or chain link fencing. Any other type of fencing shall be of new materials and kept in good condition at all times. All homes shall have at least one natural gas decorative street light outside in a location to be approved by the DEVELOPERS.

Dwellings shall be set back from the street as required on the recorded Plat of this Subdivision, but it is clearly understood that if no minimum is shown on the recorded Plat then the minimum setback shall be at least 35 feet from the street side property line upon which the dwelling shall face. The exception to this will be for lots 5,6,7, & 8 with a setback of at least 45 feet from the street side property line. Gardens shall be located not less than 100 feet from all roads, and shall always be located to the rear of a line projecting the rear (opposite from road upon which the dwelling faces) house line, and shall further be to the rear of the dwelling of each adjacent lot to the extent possible. It is intended by this paragraph that no garden shall be or become unsightly or a nuisance to the adjacent neighbors.

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 construction with proper crowning and drainage and shall be completed within 3 months after the initial occupancy of the dwelling.

5. SUBDIVISION OF LOTS OR TRACTS. No lot or tract shall be subdivided by anyone other than the original DEVELOPERS. Furthermore, this provision does not preclude the building upon two or more lots, in which case said lots should be considered one lot for all purposes under these restrictions. No lot or tract shall be divided for the purposes of creating a new or separate lot for building purposes; each division except as made by the Subdivision DEVELOPERS or either of them shall be for the purpose of adding to an adjacent tract or land.

6. DESIRED DWELLING SIZES. The minimum square footage of living area of each single-level dwelling, exclusive of basements, porches, breeze ways, terraces, garages, etc., shall be 1800 square feet; and any one and one-half or two-story dwellings shall contain not less than 2200 square feet of living area as above designated with the ground floor containing not less than 1400 square feet of living area. The square footage of any split-level or other non-designated dwelling shall be, as the Subdivision DEVELOPERS shall approve in accordance with Paragraph 2 above. Garages with openings concealed from the street shall be desired; however, the DEVELOPERS or his designee or the committee under Paragraph 2 above, may permit different locations.

7. UTILITY AND DRAINAGE EASEMENTS. There shall be imposed upon all interior lot or tract lines, a utility and drainage easement often (10) feet. And on all lot or tract lines abutting land adjacent to the Subdivision there shall be a ten (10) foot utility and drainage easement; there is also imposed upon all lots or tracts a ten (10) foot utility easement along the street lines. The recorded Plat calls for certain special drainage and utility easements and it is understood that the stricter or the greater width shall prevail. ALL UTILITY WIRES FROM STREET TO BUILDINGS UPON EACH LOT OR TRACT SHALL BE BURIED. There shall be no exposed service connecting wires for electricity, telephone, cable, or otherwise from streets to any structure. The DEVELOPERS reserves the right, without liability, to remove trees along lot lines for installation of any type utility.

8. TEMPORARY STRUCTURES OR MOBILE HOMES. No mobile homes, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot or tract within said Subdivision. Specifically prohibited is the partial construction, such as a basement of a house. Such structure shall be considered temporary and is prohibited.

9. ANIMALS. No animals except household pets shall be kept on said lots or tracts, and they shall not be kept or maintained for any commercial purpose.

10. SEPTIC TANKS. All dwelling houses shall be equipped and properly serviced by septic tank constructed in accordance with the requirements of the State Board of Health.

11. **NUISANCE'S.** Noxious or offensive activity shall not be carried on upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The having or allowing of trailers, junk, such as stoves, constitute a nuisance per se. Boats, motorhomes and recreational vehicles may be kept on the lots in said Subdivision so long as they are kept either inside the enclosed garage of the dwelling unit or kept in the rear of the dwelling in such a place so as not to interfere with any adjacent landowner's use and enjoyment of his or her property and kept a minimum of fifty (50) feet from any adjoining lot owners property line. 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 material, such as blocks, bricks, lumber, etc., from street view shall be a nuisance. Also, any dwelling, which has been destroyed or damaged to any degree, which is externally visible, shall be repaired or removed within six (6) months from such destruction or damage and the failure to do so shall be nuisance per se. Satellite dishes must be installed so not to be visible from the street.

12. **STREET DEDICATION.** All streets shown on the Plat are hereby dedicated to public use.

13. **SUBDIVISION MAINTENANCE.** To maintain the beauty and property values, each lot or tract owner shall be responsible for keeping his entire land area in a neat and attractive condition by mowing, trimming, etc. The responsibility of the DEVELOPERS, other than as a landowner, shall terminate upon the "final approval" by the appropriate Planning Commission and the recording of the Subdivision Plat.

14. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except 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 sales period.

15. **DRILLING.** No oil drilling, oil development operation or refining, quarrying or mining operations shall be permitted upon or in any lot, nor shall oil wells, tanks, etc. be permitted upon any lot.

16. **RUBBISH.** No lots shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in closed, sanitary containers kept at the rear of each individual unit.

17. **WATER SUPPLY SYSTEM.** No individual water supply system shall be permitted on any lot, unless such system is located, constructed and equipped with requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority. The DEVELOPERS must also approve any such system.

18. **MAINTAINING OF CURBING AND STREETS.** 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 or the streets that are damaged by himself, his builders, agents or servants.

19. **LANDSCAPING.** All homes must be landscaped and maintained in a neat and orderly manner. The planting of trees which may reach heights that interfere with neighbor's views must be approved by the DEVELOPERS.

20. **OUTBUILDING.** One outbuilding of like kind, character, type, quality and appearance as the dwelling units themselves shall be permitted on each individual lot. The DEVELOPERS must approve in writing any such building.

21. **COMPLETION.** Once construction has begun, each individual unit shall be completed in not more than nine (9) months, otherwise it shall be considered a nuisance under the terms of these restrictions.

22. **APPROVED CONTRACTORS.** In order to maintain a higher quality of homes, all contractors or builders must be approved by DEVELOPERS. Furthermore, all homes must be constructed in a manner to meet Southern Building Code Requirements.

23. **TERM.** The covenants herein shall be binding upon all parties and all persons claiming under them until June 1, 2020, 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 lots or tracts within said Subdivision, 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 DEVELOPERS shall be construed as having on vote.

24. **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.

25. **ENFORCEMENT.** In the event that any one or more of the foregoing restrictive conditions 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 tracts 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 and all other 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 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.

26. **MODIFICATIONS.** DEVELOPERS maintain the right to modify any part or parts of all special covenants and restrictive conditions, as they may deem necessary. All special covenants and restrictive conditions are subject to the final approval of the DEVELOPERS.

As recorded in the subdivision restriction book in the Rhea County Courthouse, Dayton, TN.

