

# NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

# <u>CAMPBELL COVE LAKE RESTRICTIONS</u> <u>SECTION I - Part A</u>

**PREAMBLE.** Whereas, for a valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Campbell Cove Lake Development Company, a Tennessee Partnership, being the owner of the land designated as Campbell Cove Lake Subdivision, Section I, as shown by Plat thereof recorded in the Registers Office for Polk County, Tennessee, in Plat Book—, page —, in order to develop, protect and maintain a desirable sub-division and high standards of property values therein,

for the benefit of all purchasers, owners or holders of

lots within said Subdivision, do hereby impose upon the lots located in said Subdivision, the following special covenants and restrictive conditions which are hereby made covenants to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or portions thereof; and all conveyances of lots or parcels of land within said Subdivision except as modified under Paragraph B-l below, shall be accepted subject to said special covenants and restrictive conditions and to penalties hereinafter provided for their violation or attempted violation as fully as if incorporated into and made a part of each conveyance in detail.

<u>A-I AREA OF RESTRICTION.</u> These restrictive covenants and conditions shall apply ONLY to that real estate described as Section I, Campbell Cove Lake, as described In Plat Book —, page—, Registers Office, Polk County, Tennessee and not otherwise. Owner/Developer owns a large tract of land around that restricted herein and these Restrictions do not apply to that additional land. Such land, if restricted, shall be subject to specific restrictions for each section and the same may vary from herein Restrictions, or may not be restricted at all.

# **CAMPBELL COVE LAKE RESTRICTIONS SECTION I - Part B**

**B-I LAND USE AND BUILDING TYPE FOR SECTION I.** All lots shall be used for residential purposes only. No building shall be erected, altered or placed or permitted to remain upon any of said lots other than a one (1) detached single family dwelling not to exceed two and one half (2 1/2) stories In height and a private garage for not more than three (3) cars.

**B-2.1 CONSTRUCTION REQUIREMENTS.** No permanent type structure of foundation will be permitted when constructed from concrete blocks unless the outside of the blocks are brick or rock. Dwellings thereon maybe made of any permanent-type, such as an A-frame, lake cottages, or any other architecturally compatible dwelling type. All construction shall be completed within twelve (12) months from the beginning. It is the intent of this paragraph that a neat, clean, workmanlike construction of quality materials shall be utilized in all construction.

**<u>B-2.2 STRUCTURE.</u>** No structure shall be permitted upon said lot until blueprints have been approved by the Campbell Cove Lake Building Committee. Plans must comply with the generally developed plan of development in the area taking into consideration general use, topography and terrain of the entire development.

**<u>B-2.3 EXTERIOR MATERIAL</u>**, There was no paragraph B-2.3 in the Phase I Restrictions received during the auction of the property on October 19, 1991.

**<u>B-3 DWELLING MINIMUM SIZE.</u>** No dwelling shall be permitted on any lot having living area of the main structure exclusive of open porches, breezeways, garages and basements of not less than 1,000 square feet.

**<u>B-4 BUILDING LOCATION.</u>** No building shall be located within thirty (30) feet of the lake. All docks must be approved by the Building Committee as to size, design, and location.

**B-5 NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The leaving of junk or dismantled automobiles or discarded appliances or other debris upon any lot for longer than thirty (30) days shall be a nuisance per se, and any house destroyed or partially destroyed by fire or otherwise, shall not remain upon said lot for more than 120 days and to do so shall be a nuisance per se; and, should such items not be removed within the time specified, the Subdivision Developer shall have the right to remove at the sole expense of the owner and/or tenant upon whose lot the nuisance has occurred, together with Attorney fees as set forth in Article C-3 below. Said expenses are due upon date of removal.

**B-6 TEMPORARY STRUCTURES.** No structure of a temporary character: trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, nor erected or placed on any lot at any time for any reason.

**B-7 LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs or cats or other household pets may be kept, provided that said household pets are not kept, bred, or maintained for commercial purposes. All dogs must be kept on a leash or in a pen.

**B-8 SEPTIC TANKS.** All dwellings shall be equipped with septic tanks constructed in accordance with the requirements of the State Board of Health of Tennessee, and If not, located as approved by the Local Health Authority. Under no circumstances shall any septic system be located nearer than fifty (50) feet from the maximum lake water line.

**B-9 DRAINAGE & UTILITY EASEMENTS.** An easement is reserved over the entire five (5) feet of all interior lot lines for drainage and utility installation and maintenance, and further, a ten (10) foot easement for the same purpose is reserved over all lot lines that abut the exterior of the Subdivision; and an easement over the front fifteen (15) feet of each lot is reserved for utility installation and maintenance.

**B-10 STREETS AND EASEMENTS.** The street or streets shown on the Plat are hereby dedicated to the public use; and all easements reserved are reserved and dedicated for the use of holders and owners of lots for sewer, gas, water, electricity, or other utilities and for other appropriate and legitimate purposes to the full extent that their usage does not interfere with the right of the owners or holders of any other abutting lots.

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**B-11 PUBLIC ACCESS.** There will be a designated Public Access to the lake for the use of the general public and the residents of this Subdivision, as shown on the recorded plat.

**B-12 COMMERCIAL ACTIVITY.** No cabins or houses shall be constructed for commercial use, except as designated on the recorded Plat and as set out herein. Such commercial activity can be carried out only on lots —

**B-13 WATER SYSTEMS.** All lots to be served by the local Public Water System.

**B-14 COMMERCIAL or RVs.** No trucks, except pick-ups or similar size vans, and no commercial type vehicles shall be stored or parked on any lot at any time unless parked in a closed garage, nor parked on any residential street in the development unless engaged in transporting to or from a residence in the Subdivision. No recreational vehicles larger than a "van" may be parked or located upon any lot at any time unless parked within a closed garage. No motor home, boat or similar type vehicles shall be parked or stored "openly" on any lot at any time, except on a temporary basis and with written consent of Campbell Cove Development Company.

**B-15 SUBDIVISION OF LOTS.** None of the lots shall at any time be divided into as many as two building sites and no building site shall be less in area than the area of the smallest lot platted in the Subdivision. A single lot together with contiguous portion or portions of one or more lots may be used for one building site and no building or structure located on any part thereof shall be erected or maintained nearer the side boundary lines of such integral unit than normal setback contained in these Restrictions.

**B-16 TV ANTENNAS & SATELLITE DISHES.** All television antennas and satellite dishes shall be located to the rear of the structure and all such dishes shall be black or brown color.

**B-17 TRASH RECEPTACLES.** Trash receptacles shall be located to the rear of each structure and shall be in conformity with sanitary rules and regulations. No trash or garbage incinerators shall be permitted.

**B-18 SIGNS.** No sign of any character shall be displayed or placed upon any part of the property except by Campbell Cove Lake Development Company so long as Campbell Cove Lake Development Company maintains a presence upon the property.

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**B-19 TREES.** No trees over six inches (6") in diameter shall be cut within the thirty (30) foot setback as set out in B-4 above, for all lots fronting on the lake.

# **CAMPBELL COVE RESTRICTIONS**

## SECTION I Part C

<u>C-1 TERM.</u> These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each.

C-2 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 lot or lots, or of the then constituted public authorities, to be enjoined by proper process for 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 violations of said Restrictions.

**C-3 SEVERABILITY.** Invalidation of any one of these covenants by judgment of competent Court shall in no manner affect any of the other provisions, which shall remain in full force and effect.

#### PROPOSAL FOR COVENANT CHANGE

After much discussion, the Architectural Control Committee (ACC) proposes the following change to the Campbell Cove Lake property restrictions for approval by the CCL Property Owners Association membership.

Whereas section B-6 allows for no temporary structure on any lot, at any time, for any reason, and section B-1 allows for no building, except a single family dwelling and a private garage, it is hereby recommended by the standing ACC that the following change to section B-1 be made.

#### TO ALLOW THE CONSTRUCTION OF ONE PERMANENT OUT-BUILDING WITH THESE RESTRICTIONS:

- 1. Only on improved property, i.e. home must be built or under construction.
- 2. Location must comply with current setbacks (75 feet from the lake or road and 10 feet from property sides).
- 3. Size not to exceed 280 square feet.
- 4. Must be on a permanent foundation, i.e. cement slab.
- 5. Finished exterior must be the same as the house or garage and comply with existing approved materials.
- 6. Plans and site location must be submitted to the ACC for approval prior to commencement of construction.



Prepared by J. Michael Sharp FRONT Attorney, Cleveland, Tennessee bh 35 hight away

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RESTRICTIONS CAMPBELL COVE LAKE SECTION II AND ANY AND ALL TRACTS WHETHER NUMBERED OR UNNUMBERED ADJOINING AND/OR A PART OF SECTION II Campbell Cove Lake Development Campbell Cove Lake Development Company, a Limited Liability Company ("Company"), (formerly Campbell Cove Lake Development of the land designated as Campbell Cove Lake Subdivision, Section II, and any and all tracts whether numbered or unnumbered and/or adjoining or a part of Section II as shown by Plat thereof recorded in the Registers Office for Polk County, Tennessee, Plat Book , page 14 ], in order to develop, protect and maintain a desirable subdivision and high purchasers, owners or holders of lots within said Subdivision, do hereby impose upon the lots located is said Subdivision, the hereby made covenants and restrictive conditions which are hereby add covenants and restrictive conditions which are hereby made covenants to run with the land, whether or not they be portions thereof; and all conveyances of lots or parcels of land helow, shall be accepted subject to said special covenants and their violation or attempted violation as fully as if incorporated their violation or attempted violation as fully as if incorporated A-1. AREA OF RESTRICTION. These restrictive covenants and

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A-1. AREA OF RESTRICTION. These restrictive covenants and conditions shall apply ONLY to that real estate described in Section II, and any and all tracts whether numbered or unnumbered adjoining and/or a part of Section II of Campbell Cove Lake Subdivision, as described in Plat Book \_\_\_\_\_, page [49], Register's Office Polk County, Tennessee, and not otherwise.

#### PART B. AREA OF APPLICATION.

<u>B-1 LAND USE AND BUILDING TYPE FOR SECTION II.</u> All lots and/or tracts shall be used for residential purposes only. No building shall be erected, altered or placed or permitted to remain upon any of said lots or tracts other than a one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than three (3) cars.

<u>B-2.1 LAND CONSTRUCTION REQUIREMENTS.</u> No permanent type structure or foundation will be permitted when constructed from concrete blocks unless the outside of the blocks shall be covered by brick and/or rock. Dwellings located upon any lot or tract may be constructed of any permanent type such as an A-frame, lake construction shall be completed within twelve (12) months from beginning. It is the intent of this paragraph that a neat, clean, workmanlike construction of quality materials shall be utilized in all construction. However, notwithstanding any of the above all plans must be submitted to and approve in writing by the Building committee before construction begins.

<u>B-2.2 STRUCTURE.</u> No structure shall be permitted upon any lot or tract until blueprints have been approved by the Campbell Cove Lake Building Committee as set out above. Plans must comply with the generally developed plan of the development in the area taking into consideration general use, topography and terrain of the

<u>B-2.3 EXTERIOR MATERIALS.</u> All exterior materials must be approved by the Building Committee; however, under no circumstances shall any exterior of any dwelling be covered by vinyl or aluminum materials.

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<u>B-3. DWELLING MINIMUM SIZE.</u> No dwelling shall be permitted on any lot or tract having a living area of the main structure of less than 1,000 square feet. This 1,000 square foot requirement shall be exclusive of open porches, breezeways, garages, and basements.

<u>B-4. BUILDING LOCATION.</u> No building shall be located within thirty (30) feet of the lake. All docks must be approved by the Building Committee as to size, design, materials, and location.

<u>B-5. NUISANCES.</u> No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. The leaving of junk or dismantled automobiles or discarded appliances or other debris upon any lot or tract for longer than thirty (30) days shall be a nuisance per se, and any house destroyed or partially destroyed by fire or otherwise, shall not remain upon said lot or tract for more than 120 days and to do so shall be a nuisance per se; and, should such items not be removed within the time specified, the Subdivision Developer its agents or assigns shall have the right to remove at the sole expense of the owner and/or tenant upon whose lot or tract the nuisance has occurred, together with Attorney fees as set forth in Article C-3 below. Said expenses are due upon date of removal.

<u>B-6. TEMPORARY STRUCTURES.</u> No structure of temporary character: trailer, basement, tent, shack, garage, barn, or other outbuilding of any kind shall be used on any lot or tract at any time as a residence, either temporarily or permanently, nor shall any of these be erected or place upon any lot at any time for any reason. However, notwithstanding any of the foregoing, the tracts and/or the owners of said tracts may be allowed to erect an outbuilding/barn on the tract subject to said barn or outbuilding being constructed of new materials and subject to said barn or outbuilding being approved in writing by the Building Committee.

<u>B-7. LIVESTOCK AND POULTRY.</u> No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or tract except that dogs or cats or other household pets may be kept, provided that said household pets are not kept, bred or maintained for commercial purposes. All dogs must be kept on a leash or in a pen.

<u>B-8. SEPTIC TANKS.</u> All dwellings shall be equipped with septic tanks constructed in accordance with the requirements of the State Board of Health of Tennessee, and if not, located as approved by the Local Health Authority. Under no circumstances shall any septic system be located nearer than fifty (50) feet from the maximum lake water line.

<u>B-9. DRAINAGE AND UTILITY EASEMENTS.</u> An easement is reserved over the entire five (5) feet of all interior lot or tract lines for drainage and utility installation and maintenance, and further, a ten (10) foot easement for the same purposes is reserved over all lot and tract lines that abut the exterior of the Subdivision; and an easement over the front fifteen (15) feet of each lot or tract is reserved for utility installation and maintenance.

<u>B-10. STREET AND EASEMENTS.</u> The street or streets shown on the Plat are hereby dedicated to the public use; and any and all easements reserved are reserved and dedicated for the use of holders and owners of lots or tracts for sewer, gas, water, electricity, or other utilities and for other appropriate and legitimate purposes to the full extent that the usage does not interfere with the right of the owners or holder of any other abutting lots or tracts.

<u>B-11. PUBLIC ACCESS.</u> There will be a designed Public Access to the lake for the use of the general public and for the residents of this Subdivision, as shown on the recorded Plat.

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<u>B-12. COMMERCIAL ACTIVITY.</u> No cabins or houses shall be constructed for commercial use, except as set out herein. Such commercial activity can be carried out only upon tracts containing ten (10) or more acres (referred to herein as "Commercial Tract").

<u>B-13. WATER SYSTEMS.</u> All lots or tracts shall be served by the Local Public Water System.

<u>B-14. COMMERCIAL OR RECREATIONAL VEHICLES.</u> No trucks, except pick-ups or similar size vans, and no commercial type vehicles shall be stored or parked on any lot or tract at any time unless parked in a closed garage, nor parked upon any residential street in the development unless engaged in transporting to or from a residence in the Subdivision.

No recreational vehicles larger than a "van" may be parked or located upon any lot or tract at any time unless parked within a close garage. No motor home, boat or other similar type vehicle shall be parked or stored "openly" upon any lot or tract on any time except on a temporary basis and with the written consent of the Campbell Cove Lake Development Company.

<u>B-15. SUBDIVISION OF LOTS.</u> None of the lots shall at any time be resubdivided or divided into as many as two building sites and no building sites shall be less in area that the area of the smallest lot platted in the Subdivision. A single lot together with contiguous portion or portions of any one or more lots may be used for one building site and no building or structure located upon any part thereof shall be erected or maintained near the side boundary lines as provided for in these restrictions. Not withstanding any of the above, the Commercial Tracts described herein may be resubdivided allowing for one and one-half (1 1/2) dwellings per acre.

B-16. TELEVISION ANTENNAS AND SATELLITE TELEVISION DISHES. All television antennas and satellite dishes shall be located to the rear of the structure and all such dishes shall be black or brown in color.

<u>B-17. TRASH RECEPTACLES.</u> Trash receptacles shall be located to the rear of each structure and shall be in conformity with sanitary rules and regulations. No trash or garbage incinerators shall be permitted.

<u>B-18. SIGNS.</u> No sign of any character shall be displayed or placed upon any part of the property except by Campbell Cove Lake Development Company so long as Campbell Cove Lake Development Company maintains a presence upon the property.

<u>B-19. TREES.</u> No trees over six inches (6") in diameter shall be cut within the thirty (30) foot setback as set out in B-4 above, for all lots or tracts fronting on the lake.

#### PART C. COVENANTS.

<u>C-1. TERM.</u> These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said convenants shall be 'automatically extended for successive periods of ten (10) years each.

<u>C-2. ENFORCEMENT.</u> In the event that any one or more of the foregoing restrictive conditions shall be violated by any party, either owner or tenant, then the party guilty of such violations shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lot, 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 proceedings, which costs and attorney fees are prescribed as liquidated damages; and shall also be

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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 violations of said Restrictions.

<u>C-3. SEVERABILITY.</u> Invalidation of any one of these covenants by a judgement of Court of competent jurisdiction shall in no manner affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed on this <u>ALDH</u> day of <u>JOLUMALION</u>, 1995.

CAMPBELL COVE LAKE DEVELOPMENT COMPANY, a Tennessee Limited Liability Company

Havus Harms Member Fritz Ĵ 18 George Member

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PUBLIC STATE OF TENNESSEE) COUNTY OF BRADLEY )

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COUNTY OF BRADLEL , Before me personally appeared FRITZ HARRIS, GEORGE R. JOHNSON, LLOYD D. ROGERS, RANDALL PARRIS, and JAMES F. WILLIAMS to me known (or satisfactorily proved to me) to be the Members of CAMPBELL COVE LAKE DEVELOPMENT COMPANY, a Tennessee Limited Liability Company, the withinnamed bargainor, and that as such Members, on behalf of said Company executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such Members.

WITNESSED by me, this 21st day of Mollander, 1995.

HAUL Sevell

15-04-1525 15:141

My Commission Expires: 1-12-99

# STATE OF TENNESSEE POLK COUNTY,

INE FOREGOING INSTRUMENT AND CERTIFICATE WERE NOTED IN NOTE BEEN 12: PASE 16 T AT 10', 050'CLOCK A 10 11-2 9 9 5 AND RECOSDED IN MISS COCOK 79 PAGE 243 -246 19... STATE TAX PAID S..... \_.IIE\_\_ HT 16.00 TOTAL 1 6.00 WITHESS MY HAND. HEREDAL NO. Ĵ

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Prepared by J. Michael Sharp Attorney, Cleveland, Tennessee Ib

#### Restrictions Campbell Cove Lake Section III,

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and any and all tracts whether numbered or unnumbered adjoining and\or a part of Section III.

PART A - PREAMBLE. WHEREAS, for a valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Campbell Cove Lake Development Company, LLC, a limited liability company, ("Company"),formerly

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Campbell Cove Lake Development Company, a Tennessee general partnership), being the owner of the land designated as Campbell Cove Lake Subdivision, Section III, and any and all tracts whether numbered or unnumbered and\or adjoining or a part of Section III as shown by Plat thereof recorded in the Registers Office for Polk County, Tennessee, Plat Book \_\_\_\_\_, page \_\_\_\_\_, in order to develop, protect and maintain a desirable subdivision and high standards of property values therein, for the benefit of all purchasers, owners or holders of lots within said Subdivision, the following special covenants and restrictive conditions which are hereby made covenants to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or portions thereof; and all conveyances of lots or parcels of land within said Subdivision except as modified under Paragraph B-1 below, shall be accepted subject to said special covenants and restrictive conditions and to penalties hereinafter provided for their violation or attempted violation as fully as if incorporated into and made a part of each conveyance in detail.

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#### A-1 - Area of Restriction

These restrictive covenants and conditions shall apply *only* to that real estate described in Section III, and any and all tracts whether numbered or unnumbered adjoining and\or a part of Section III of Campbell Cove Lake Subdivision, as described in Plat Book  $\underline{P}$ , page  $\underline{194}$ , Registers Office for Polk County, Tennessee, and not otherwise.

### PART B - AREA OF APPLICATION

# B-1 - Land Use and Building Type for Section III

All lots and/or tracts shall be used for residential purposes only. No building shall be erected, altered or placed or permitted to remain upon any of said lots or tracts other than a one (1) detached single family dwelling not to exceed two and one-half (2  $\frac{1}{2}$ ) stories in height and a private garage for not more than three (3) cars.

# B-2.1 - Land Construction Requirements

No permanent type structure or foundation will be permitted when constructed from concrete blocks unless the outside of the blocks shall be covered by brick and\or rock. Dwellings located upon any lot or tract may be constructed of any permanent type such as an A-frame, lake cottage or other architecturally compatible dwelling type. All construction shall be completed within twelve (12) months from beginning. It is the intent of this Paragraph that a neat, clean, workmanlike construction of quality materials shall be utilized in all construction. However, notwithstanding any of the above all plans must be submitted to and approved in writing by the Building Committee before construction begins.

#### B-2.2 - Structure

No structure shall be permitted upon any lot or tract until blueprints have been approved by the Campbell cove Lake Building committee as set out above. Plans must comply with the generally developed plan of the development in the area taking into consideration general use, topography and terrain of the entire development. (

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# B-2.3 - Exterior Materials

All exterior materials must be approved by the Building Committee; however, under no circumstances shall any exterior of any dwelling be covered by vinyl or aluminum materials. 8-3- Dwelling Minimum Size

No dwelling shall be permitted on any lot or tract having a living area of the main structure of less than 1,000 square feet. This 1,000 square foot requirement shall be exclusive of open porches, breezeways, garages and basements.

# B-4 - Building Location

No building shall be located within thirty (30) feet of the lake. All docks must be approved by the Building Committee as to size, design, materials and location.

# B-5 - Nuisances

No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. The leaving of junk or dismantled automobiles or discarded appliances or other debris upon any lot or tract for longer than thirty (30) days shall be a nuisance per se, and any house destroyed or partially destroyed by fire or otherwise, shall not remain upon said lot or tract for more than 120 days and to do so shall be a nulsance per se; and, should such items not be removed within the time specified, the Subdivision Developer its agents or assigns shall have the right to remove at the sole expense of the owner and/or tenant upon whose lot or tract the nuisance has occurred, together with Attorney fees as set forth in Article C-3 below. Said expenses are due upon date of removal.

# B-6 - Temporary Structures

No structure of temporary character: trailer, basement, tent, shack, garage, barn or other outbuilding of any kind shall be used on any lot or tract at any time as a residence, either temporarily or permanently, nor shall any of these be erected or place upon any lot at any time for any reason. However, notwithstanding any of the foregoing, the tracts and/or the owners of said tracts may be allowed to erect an outbuilding/barn on the tract subject to said barn or oucculluing being constructed of new materials and subject to said barn or outbuilding being approved in writing by the Building Committee.

# B-7 - Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or tract except that dogs or cats or other household pets may be kept, provided that said household pets are not kept, bred or maintained for commercial purposes. All dogs must be kept on a leash or in a pen.

#### B-8 - Septic Tanks

All dwellings shall be equipped with septic tanks constructed in accordance with the requirements of the State Board of health of Tennessee, and if not, located as approved by the Local Health Authority. Under no circumstances shall any septic system be located nearer than fifty (50) feet from the maximum lake water line.

# 8-9 - Drainage and Utility Easements.

An easement is reserved over the entire five (5) feet of all interior lot or tract lines for drainage and utility installation and maintenance, and further, a ten (10) foot easement for the same purposes is reserved over all lot and tract lines that abut the exterior of the Subdivision; and an easement over the front fifteen (15) feet of each lot or tract is reserved for utility installation and maintenance.

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# B-10 - Street and Easements

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The street or streets shown on the Plat are hereby dedicated to the public use; any and all easements reserved are reserved and dedicated for the use of holders and owners of lots or tracts for sewer, gas, water, electricity, or other utilities and for other appropriate and legitimate purposes to the full extent that the usage does not interfere with the right of the owners or holder of any other abutting lots or tracts.

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## B-11 - Public Access

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There will be a designated Public Access to the lake for the use of the general public and for the residents of this Subdivision, as shown on the recorded Plat.

### B-12 - Water Systems

All lots or tracts shall be served by the Local Public Water System.

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# **B-13 - Commercial or Recreational Vehicles**

No trucks, except pick-ups or similar size vans, and no commercial type vehicles shall be stored or parked on any lot or tract at any time unless parked in a closed garage, nor parked upon any residential street in the development unless engaged in transporting to or from a residence in the Subdivision.

No recreational vehicles larger that a "van" may be parked or located upon any lot or tract at any time unless parked within a closed garage. No motor home, boat or other or similar type vehicle shall be parked or stored "openly" upon any lot or tract at any time except on a temporary basis and with the written consent of the Campbell Cove Lake Development Company, LLC.

#### B-14 - Subdivision of Lots

None of the lots shall at any time be resubdivided or divided into as many as two building sites and no building sites shall be less in area than the area of the smallest lot platted In the Subdivision. A single lot together with contiguous portion or portions of any one or more lots may be used for one building site and no building or structure located upon any part thereof shall be erected or maintained near the side boundary lines as provided for in these restrictions.

# 8-15 - Television Antennas and Satellite Television Dishes

All television antennas and satellite dishes shall be located to the rear of the structure and all such dishes shall be black or brown in color.

#### B-16 - Trash Receptacies

Trash receptacles shall be located to the rear of each structure and shall be in conformity with sanitary rules and regulations. No trash or garbage incinerators shall be permitted.

#### B-17 - Signs

No sign of any character shall be displayed or placed upon any part of the property except by Campbell Cove Lake Development Company, LLC, so long as Campbell Cove Lake Development Company, LLC, maintains a presence upon the property.

#### B-18 - Trees

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No trees over six inches (6") in diameter shall be cut within the thirty (30) foot setback as set out in Paragraph B-4 above, for all lots or tracts fronting on the lake.

#### C-1 - Term

These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each.

#### C-2 - Enforcement

In the event that any one or more of the foregoing restrictive conditions shall be violated by any party, either owner or tenant, then the party guilty of such violations shall be subject and

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liable at the suite of any interested owner or holder or of any group of owners or holders of any lot, 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 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 violations of said Restrictions.

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## C-3 - Severability

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Invalidation of any one of these covenants by a judgement of Court of competent jurisdiction shall in no manner affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed on this \_// <sup>7/5</sup> day of \_\_\_\_\_\_, 1999.

#### Campbell Cove Lake Development Company, LLC, a Tennessee limited liability company

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Fritz Harris Chief Manager

#### STATE OF TENNESSEE COUNTY OF BRADLEY

Before me personally appeared **Fritz Harris**, to me known (or satisfactorily proved to me) to be the Chief Manager of **Campbell Cove Lake Development Company**, **LLC**, , a Tennessee *limited liability company*, the withinnamed bargainor, and that as such Chief Manager, on behalf, of said Company, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such Chief Manager.

WITNESSED by me, this 🔟

My Commission Expires:

The throughing instrument and certificate were noted in Note Book 13 Page 240 at 246-o'clock Pr. 1.1. 4-21-99 and Recorded in MiSC. Book 93 Page 72 State Tax Pail 5 Fee 2, 00 Recording Fee/lecul Total \$ / P. 69 witness my hand Receipt No. 57(6.25-

G. W. Wilson, Register

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