

## Restrictive Covenants On Lots 1 - 21 West Point Subdivision

WHEREAS, the undersigned, BELL DEVELOPMENT COMPANY, INC. a Tennessee Corporation is the owner of Lot 1 - 21, as shown on final revised plan of Lots 1 - 21 West Point as shown by plat of record in Plat Book 49 page 132 in the Register's office of Hamilton County, Tennessee (with the record title thereto being vested in BELL DEVELOPMENT COMPANY, INC. and,

WHEREAS, it is the plan of BELL DEVELOPMENT COMPANY, INC. to denote said lots to restricted residential purposes:

NOW, THEREFORE, IN CONSIDERATION of the premises, and for the protection of the present owners, as well as the future owners and purchasers of said Lots 1 - 21, inclusive, said subdivision, this declaration and agreement is made:

### **These covenants refer to lots 1 - 21; they have been extended to all lots in West Point**

Each and every conveyance of any one of said lots shall be subject to conditions, reservations, covenants and agreements which will run with the land as follows:

(a) All of said lots shall be, and be known and described as, residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and attached carport or garage.

(b) No lot shall be used as a street or easement for access to any adjacent property without submitting for approval to Bell Development Company, Inc. and procuring written approval thereof.

(c) No residence shall be designed, patterned, constructed, or maintained to serve, or for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose; Nor shall any lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses.

(d) No residence shall be located on any one of said residential building plots nearer to the front line or nearer to any side street line than twenty five (25) feet, nor nearer than ten (10) feet to any side lot line; nor twenty - five (25) feet set back from the rear boundary line.

(e) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No part of any lot shall be used for residential purposes until, first, a completed dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon, the intent of this paragraph (f), being to prevent the use thereon of a garage, incomplete structure, trailer, tent, outbuilding, or other structure as a temporary living building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction.

(g) Any residence being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footing for said residence.

(h) No dwelling house shall be erected or permitted to remain in the subdivision unless it has the number of square feet of enclosed living area, exclusive of open screened porches, garages or basements, set forth in this paragraph:

(1) As to ranch type houses, without a basement, a minimum of 1,800 square feet, if a single story building; if a two story building a minimum of 800 square feet must be on the first floor, and a minimum of 1,800 square feet in the house.

(2) As to split-level, and split-foyer houses, a minimum of 1,200 square feet on the main floor, and a minimum of 400 square feet on the lower part of the residence; and

(i) All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots. Garage entrance shall from on main street except as permitted by Bell Development Company, Inc..

(j) It shall be permissible for Bell Development to rearrange boundary lines of lots, if so desired and combine lots or parts of lots into one building plot, but not to the extent of increasing the number of lots once the subdivision plat has been recorded.

(k) No asbestos siding or permastone shall be used on a dwelling house on any of said lots; no exterior concrete blocks shall be exposed; all concrete blocks shall be veneered with either brick or stone. All house front shall be brick, stone, STO or equal.

(l) Before any construction is commenced or carried on, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to Bell Development Company, Inc. and written approval thereof procured. It is stipulated that such approval shall not be unreasonably withheld. It is further provided that, in the event of the completion of any dwelling house on any lot, without any proceedings having been instituted in the Courts of Hamilton County, Tennessee to enjoin the construction thereof, such dwelling house shall be conclusively presumed to have had such approval.

(m) No sheep, goats, swine, horses, cattle, burros, fowls or any like animals shall be permitted to be kept or to remain on any of the lots herein above described, or to roam at large on any of the streets or ways in or bordering the same. There shall be no commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.

(n) Each house shall have a lamppost not more than ten (10) feet from either the driveway or mailbox, and not more than ten (10) feet from the road curb. Plans for said lamppost and mailbox shall be submitted to Bell Development Company, Inc. for approval.

(o) Whether expressly stated so or not in any Deed conveying any one or more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

(p) All of said lots in said subdivision must from the date of purchase be maintained by the owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and other debris being removed when needed). In the event that an owner of a lot in said subdivision fails of his own volition to maintain his lot in a neat and orderly condition, Bell Development or its duly appointed agency, may enter upon such lot without liability and proceed to put said lot into an orderly condition, billing the cost of such work to the owner.

(q) Outbuildings and servants quarters may be constructed provided the construction and appearance of said is architecturally and structurally similar to the front elevation of the main dwelling house. Before any construction is commenced or carried out on any such structure, plans and specifications shall be submitted for approval to Bell Development Company, Inc. And written approval thereof provided. Bathhouses built expressly in conjunction with a private swimming pool shall not be included in the procedure. No mentioned structures, other than the main dwelling house shall be included in complying with any minimum square footage requirements as set forth in paragraph (h) above.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgement or decree of any Court of record to be invalid, such action shall affect in no wise any of the other provisions, which shall remain in full force and effect. The owners hereby declaring that said restrictions are not interdependent but severable, any one would have been adopted even without the others.

It is expressly stipulated that the Restrictive Covenants and conditions set forth in this instrument apply solely to the herein listed lots, and are not intended to apply to any other lots, tracts, or parcels of land in the area or vicinity owned by Bell Development, Inc..

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every of the said lots of land and all titles to, and estates therein, shall be binding upon each and every owner and occupant of the same until January 1, 2000, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years unless by action of a minimum of sixty - six and two thirds per cent (66-2/3%) of the then owners of the lots, it is agreed to change said covenants in whole or in part, provided further that this instrument evidencing such action must be in writing and shall be duly recorded in the Register's office of Hamilton County, Tennessee. Neither the undersigned nor any party or parties claiming under them shall or will convey, devise or demise any or either of said lots or any part of same except as being subject to the said covenants, conditions and restrictions, and the obligation to observe and perform the same. The said covenants, conditions and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance or of concerning any part of the said and or the improvements to be thereon.

Providing, that in the event of violation of set-back lines, either side, front, or rear, which may be minor in character, a waiver thereof may be made by Bell Development Company, Inc., its successors or assigns, joined by the owner or owners of the lots adjoining the lot on which such violation occurs; providing, that as to a side line violation, only the joinder of the owner of the lot on that side will be necessary.

If the undersigned or any party or parties claiming thereunder shall violate or attempt to violate any of the covenants or restrictions herein provided before January 1, 2000, or within the extended time as herein before provided, it shall be lawful for Bell Development Company, Inc., their heirs or assigns, or any person or persons owning any lot or lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons

- (s) Sidewalks must be kept clear from any impediment for pedestrian traffic. Sidewalks must be maintained for safety.
- (t) Recreational Vehicles, boats or other water sport recreational vehicles on trailers can not be left in a driveway, side yard or in the street in front of a dwelling for more than fourteen (14) days.
- (u) Automobiles or other vehicles are not to be parked on the street overnight. Exceptions may be made for visitors, etc. for periods of up to fourteen (14) days.
- (v) A safety and/or sight line fence shall be placed around any above-ground or in-ground pool in any yard of any dwelling. This safety fence shall conform to the provisions of section (r), above.
- (w) No new above-ground pools shall be installed in any yard of any dwelling as of 8/1/02.
- (x) There shall be no business conducted in or associated with dwellings which involves regular public access.
- (y) The existing covenants shall be changed to insert "The West Point Association Officers" in place of "The Bell Engineering Company" and/or "Bell Development Company, Inc." in Book 3995, Page 520 (l), (p), and (q).
- (z) The owner of rental or leased homes is responsible to ensure compliance with the covenants.
- (aa) No swing sets, play stations, or play houses may be permanently installed in the front yard.
- (ab) All homeowners are members of the West Point Association and responsible for annual dues.
- (ac) All animals are to be leashed; feces are to be scooped and properly disposed of.