



EAGLE BLUFF HOMEOWNERS ASSOCIATION

POCKET GUIDE TO COVENANTS AND RESTRICTIONS

A Sample of Applicable Regulations Provided For the Convenience of Homeowners and Contractors

Courtesy copy provided by:

Eagle Bluff Homeowners Association, Architectural Review Committee and Good Neighbors Committee

EAGLE BLUFF SUBDIVISION COVENANTS AND RESTRICTIONS

Sample of Applicable Regulations:

Part II, Article I--- General Covenants

Section II: Residential Use

- (a) All Lots in areas of the Property designated for residential use either by reference on a plan, deed, the Declaration or any supplement thereto or any other document or by zoning designation shall be used for residential purposes exclusively. The Declaration may also impose height restrictions, minimum parking and landscaping requirements applicable to that specific parcel as well as other specific development constraints. All individual lots which are platted and recorded shall be deemed to be Lots to be used for residential purposes only unless some other use or intention is indicated on the plat or some related recorded document.
- (b) "Residential" referring to a mode of occupancy, is used in contradistinction to "business" or "commerce" or "mercantile" activity and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant land as well as to buildings constructed thereon. No Lot or Unit restricted to "residential" purposes may be used as a means of service to business establishments on adjacent property, including but not limited to supplementary facilities or an intentional passageway or entrance into a business.

Section III: Architectural and Design Review

- (a) In order to preserve the natural beauty of the Property and to protect and promote the value of Property, Eagle Bluff Homeowners Association (EBHA) Board shall create a body of rules and regulations covering details of easement, architectural details and the like which shall be incorporated to the Declaration by reference. No building, fence (including but not limited to chain-link fences), paving, lighting, wall, sign, swimming pool, tennis court, roof, or other structure shall be erected, placed, added to, or altered and no trees or shrubs shall be cut or removed and no grading shall be commenced until the building plans, specifications (including height, and roof composition, siding, or other exterior materials and finish, plot plan showing the proposed location of such building or structure, drives and parking areas), drainage plan, and construction schedule shall have been approved in writing by EBHA Board.
- (b) EBHA Board may at its option and sole discretion establish an Architectural Review Board (ARC) which shall consist of EBHA Board members. EBHA Board reserves the right to assign to ARC its rights reserved in these Covenants to approve (or disapprove) improvements proposed in Eagle Bluff and nearby areas, including, but not limited to, the right to approve (or disapprove) architectural or other plans or drawings, specifications, finish, plat or site plan and construction schedules, and any other rights or prerogatives reserved unto the EBHA Board.

Section IV: Sitting (Location of Improvements)

To assure that buildings and other structures will be located so that the maximum view, privacy and breeze will be available to each building or structure, and that the structures will be located with regard to the topography of each property, taking into consideration the location of trees, structures previously built or approved pursuant to this Article for adjacent parcels of land and other aesthetic and environmental considerations, EBHA Board shall have the right to control and to decide solely (as long as (a) its decisions are not arbitrary and capricious, and (b) subject to the provisions of the pertinent location of any building or structure on any portion of the Property, not withstanding any set-backs or other matters shown on any recorded plats. No trees, shrubs, or other vegetation of any type may be cut or removed from the proposed site before EBHA Board's approval.

Section IV: Parking

Each Owner Subject to the Covenants shall provide space off of streets or community roads for the parking of at least two (2) automobiles for each Unit prior to the occupancy of any building constructed on said property in accordance with reasonable standards established by EBHA Board.

Section VI: Completion of Construction

Unless a longer period is granted in a deed from EBHA Board to an Owner of a Lot, construction of all dwellings and other structures on Lots must be completed within nine (9) months after the date of the first pouring of footings, except where such completion would result in great hardship to the Owner or contractor due to circumstances beyond the Owner's or contractor's control. All construction work performed on an Owner's behalf shall be performed under the supervision of a general contractor licensed in the State of Tennessee. Units and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the Owner shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction material from the Lot. Any damage to roads, Common Properties, or property owned by others caused by the Owner's contractor or other parties providing labor or services to the owner shall be repaired by the Owner or, in default of the Owner's performance, by EBHA Board at Owner's expense.

Section VII: Other Buildings and Vehicles

No mobile home, trailer, tent, barn or other similar out-building, vehicle, or structure shall be placed on any portion of the Property at any time, either temporarily or permanently, without prior approval from EBHA Board and such approval shall normally be limited to temporary use of such structures reasonably essential to economical, orderly and efficient construction during the construction process only. No home trailers or residence trailer shall be permitted on any portion of the Property, and no boats, boat trailer, campers, privately owned golf carts, motorcycles, motor bikes, recreation vehicles (campers), trucks, or utility trailers may be maintained on the Property, without prior written approval of EBHA Board, and in no event shall same be maintained except in an enclosed garage or in areas designated by EBHA Board. The term "truck" as used herein is intended to refer to those vehicles of various sizes and designs for transporting goods, moving heavy articles or hauling quantities of cargo, and which are used in trade or business in which the truck is used because of its commercial capabilities and not merely as a means of transportation, or which displays or identification on the exterior of the vehicle to a commercial enterprise.

Section VIII: Unsightly Conditions.

It shall be the responsibility of each Owner to prevent the accumulation of litter, trash packing crates or rubbish or the development of any unclean, unsightly or unkempt condition of buildings or grounds on the Owner's property or surrounding properties either before, during or after construction and to prevent accumulation which shall tend to substantially decrease the beauty of the community in that specific area or as a whole.

The only signs permitted shall be one professionally painted owner's sign or one licensed brokerage sign per lot advertising the sale of a residence or of an unimproved lot and for no other purpose. Lots adjoining a property line with the golf course may have one additional sign visible to the golf course.

Section IX: Animals

No animals of any kind shall be raised, bred, kept or pastured within the residential areas of the Property, except that a reasonable number of common household pets such as dogs and cats may be kept in any one unit. In order to preserve the aesthetic qualities of the Property, to maintain sanitary conditions and to prevent the spread of infectious disease and to maintain a proper respect for other owners and users of the common property each person who keeps a pet shall abide by the following restrictions, conditions and affirmative obligations.

- a) No pets may be kept, bred or maintained for any commercial purpose;
- b) The pet owner shall exercise best efforts to prohibit the pets from excreting upon portions of the Property owned by others or in any areas within the common properties or private recreational tract, which are regularly traversed by children or in which children are expected to play;
- c) The pet owner shall use a scoop or other device to clean up any defecation or solid excrement left by their pet upon the portions of the property owned by others or on the common properties;
- d) The pet owner will not allow the pet to roam unattended on the property, it being the responsibility of each pet owner to either leash or retain voice control while the pets are out of doors; and
- e) The pet owner shall muzzle any pet, which consistently barks.

THE breach of any of these five (5) restrictions, conditions, obligations and duties shall be an offensive or noxious activity constituting a nuisance.

Section XIII: Antennas

Except on private recreational tracts, no television antenna, dish radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any dwelling or other structure or property within Eagle Bluff without the prior written consent of EBHA Board which may not be unreasonably withheld; nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Unit, Lot, Multi-Family Tract, or Unsubdivided Land, which may unreasonably interfere with the reception of television or radio signals upon any other of such properties.

Section XIV: Consolidation of Lots

Consolidation of lots must be approved by the Board, said approval to be granted in the Board's sole discretion upon such terms and conditions as may be established by the Board from time to time. Assessments shall be due on Lots as originally platted regardless of any approval to combine two (2) or more lots into one (1) larger lot.

Section XV: Sound Devices

No exterior speaker, horn, whistle, bell, or other sound device, which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon lands with Eagle Bluff. The playing of loud music within a Unit or other structure or from the balcony thereof shall be Offensive or Noxious activity constituting a nuisance.

Section XVI: Laundry

No owner, guest, or tenant shall hang laundry from any area within or outside of a unit if such laundry is within public view or hang laundry in full public view to dry, such as on balcony or terrace railings.

Section XVII: Duty to Rebuild or clear and landscape upon Casualty or Destruction.

In order to preserve the aesthetic and economical value of all individual properties within the Property, each owner shall have the affirmative duty to rebuild, replace, repair or clear and landscape, within a reasonable period of time, any building, structure, improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty.

Section XVIII: Dumping Prohibited

No dumping of trash, garbage, sewage, sawdust, or any unsightly or offensive material shall be placed upon the Property by any Owner except as is temporary and incidental to the bona fide improvement of the area.

Section XX: Certain Restrictions

No structure shall be built on any portion of the Property which does not comply with height, setback, lot area percentage, density or other restrictions imposed on a particular area (or phase) of Eagle Bluff, as set forth in the Declaration or in supplements or amendments thereto or by governmental codes and ordinances. No above-ground swimming pools shall be permitted. Window treatments must have white/off-white lining or white/off-white shades.

Section XXIII: Builder or Homeowner Construction Requirements

All Owners must provide portable toilets throughout the construction of a residence or other building and also keep the building site trash-free and remove all felled trees, shrubs, construction debris and surplus building material in a timely manner. At the time of plan approval, the Owner must deposit with the Board (by check from the Owner or his contractor) a refundable deposit of Three Thousand and No/100 Dollars (\$3,000.00) per home or Townhouse building. The deposit shall be refundable upon completion of construction and compliance with the provisions in the Declaration in connection with the construction of the home or building.

Part II, Article II --- Special Restrictions affecting Golf Course and Golf Fairway Residential Areas

Section II: Golf Fairway Residential Areas Defined

"Golf Fairway Residential Area" is defined as all those Lots, tracts or blocks of land intended for residential development located adjacent to the Golf Course.

Section III: Landscape Requirements

That portion of any Golf Fairway Residential Area and/or Lot or tract within twenty (20) feet of the property line bordering the Golf Course shall be in general conformity with the overall landscaping pattern for the Golf Course Fairway established by EBHA Board including landscaping plans for which EBHA Board Approval must be obtained. No fences shall be allowed on Lots sharing a property line with the golf course.

Section IV: Golf course Maintenance Easement

There is reserved to EBHA Board a "Golf Course Maintenance Easement Area" on each Lot or tract adjacent to the Golf Course. The reserved easement shall permit EBHA Board at its election, to go onto any Golf Course Maintenance Easement Area for the purpose of landscaping or maintaining said area. The described maintenance and landscaping rights shall apply to the entire Lot or tract until a Unit has been constructed on the tract. EBHA Board reserves the right to waive the easement herein reserved in whole or in part in its sole discretion.

Section VII: Distracting Activity Prohibited

Owners of Golf Fairway Residential Area Lots or Units shall be obligated to refrain from any activities, which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as the maintenance of unfenced dogs or other pets on the Lot or residential tract adjacent to the golf course under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

Part IV, Article IV, Enforcement, Severability and Interpretations

Section 3, Enforcement by EBHA.

EBHA shall have the right to levy fines and to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach hereunder. EBHA may engage a person or persons to respond to complaints received concerning violations of the Covenants and shall inform the violators of such complaints. If the violation is not expeditiously terminated, EBHA may fine violators up to \$25.00 per day for each violation and may engage legal counsel to bring an appropriate injunction action, including any appeals, to enforce these covenants. Violators shall be obligated to reimburse EBHA in full for all its direct and indirect cost, including but not limited to legal fees and court costs incurred in maintaining compliance with these Covenants.

Additional Special Provisions:

❖ See ARC Introduction and Guidelines

A complete listing of applicable covenants and restrictions may be obtained from the Association Treasurer.

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