

Cleveland Abstract

PREPARED BY : ERIC BROOKS, ATTORNEY AT LAW  
443 WORTH ST., CLEVELAND, TN 37311 (423-479-2157)

**RESTRICTIONS FOR BELLINGHAM SUBDIVISION PHASE 2  
AS SET OUT IN PLAT BOOK 36, PAGE 41, ROBCT**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Rickey L. Brooks ("Owner") being the owner of land known as Bellingham Phase 2, a Plat of which is recorded in Plat Book 36, page 41, in the Register's Office of Bradley County, Tennessee has divided said property into building lots and/or tracts ("Property"). These lots are being sold to River Stone Construction LLC ("Developer"). 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 lots or tracts within said subdivision, the following special covenants and restrictive conditions run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or tracts, or portions thereof. All conveyances within said subdivision shall be accepted subject to these special covenants and restrictive conditions and to the penalties hereinafter provided for their violation as fully as if incorporated into and made a part of each conveyance in detail.

**1. Land Use.** The Property shall be used for single-family residential townhouse purposes only. Lots may be subdivided and replatted for single-family residential townhouse. Each lot shall have no more than 4 townhouse units with the exception of Lots D1 and D2, which may have a 2 unit townhouse or duplex. No lot shall be used for ingress or egress to an adjacent property.

**2. Minimum Square Footage.** No single townhouse dwelling unit shall be erected or permitted to remain in or on the Property unless it has 1,000 square feet of enclosed living area measured from the exterior walls, exclusive of open porches or screened porches, carports, garages or basements, set forth in this section. In the event of a two level unit. The dwelling unit must have a minimum of 1200 square feet of enclosed living space.

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<b>19014165</b>	
7 PGS:AL-RESTRICTIONS	
BONNIE BATCH: 226714 10/31/2019 - 09:28 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00
STATE OF TENNESSEE, BRADLEY COUNTY	
<b>DINA SWAFFORD</b>	
REGISTER OF DEEDS	

**3. Set-backs.** Set-backs shall be built according to the subdivision regulations and building code of Bradley County, Tennessee.

**4. Construction of New Material.** All structures, including garages and outbuildings, shall be constructed of new materials, and unless of brick or rock or of some non-fading material, the same shall be painted, maintained, and kept in good condition at all times. The use of exposed block for foundations is not permitted.

**5. Roof.** All main roofs shall contain a pitch ratio of 7 to 12 or greater and shall be composed of asphalt shingles.

**6. Completion.** Once construction has begun, all residences shall be completed in not more than ten (10) months, otherwise it shall be considered a nuisance under the terms of these restrictions.

**7. Fencing.** There shall be no metal wire or chain link fencing. There shall be no fencing to the front of the building. If a fence is added, it shall be to the rear or side of the Lot and shall be of new material and kept in good condition at all times. Any fencing must be approved by the Developer.

**8. Mailboxes.** All mailboxes shall be of the same style and color. Replacement mailboxes shall be consistent in type, height, and style of the existing mailboxes installed by Developer.

**9. Easements.** Easements are upon each individual lot for installation of sanitary sewage lines, utility lines and drainage easements, as shown on recorded plat, in Register's Office of Bradley County, Tennessee.

**10. Nuisances.** No noxious, offensive, or illegal 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. All holiday decorations shall be removed no later than thirty (30) days after said Holiday. There should be no more than two (2) yard sales or moving sales conducted by one owner in any twelve (12) month period.

**11. Temporary Structures.** No structure of a temporary character, including but not limited to trailers, basements, tents, shacks, garages, barns or other outbuildings shall be used at any time on any lot as a residence either temporarily or permanently.

**12. Signs.** No signs of any kind shall be displayed to the public view on any lot, except professionally painted signs advertising the property for sale or rent.

**13. Laundry.** No owner, guest, or tenant shall hang laundry from any area within or outside a dwelling unit if such laundry is within the public view, or hang laundry in full public view to dry, such as on a balcony or terrace railing. This provision may, however, be temporarily waived by the Developer or the Association during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

**14. Animals, Livestock and Poultry.** No poultry, livestock, or animals shall be allowed or maintained at any time on any lot except that the keeping of dogs, cats or other household pets is permitted, providing that nothing herein shall permit the keeping of dogs, cats or other animals for commercial purposes. Pet owners shall not allow pets to roam unattended. No wild, vicious or attack animals are permitted in the development. The pet owners shall also muzzle any pet which consistently barks. If the barking persists, the pet owner shall have the pet removed from the development. If the pet owner refuses, it shall be deemed an "offensive activity".

**15. Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of trash or garbage shall be kept in a clean and sanitary condition. All garbage and trash containers shall be covered and securely closed. Garbage and trash containers shall not be put out sooner than the night prior to the garbage service and shall be picked up the same day as garbage service. Garbage and trash containers shall not be stored on front porch or in driveway.

**16. Vehicle Parking.** Vehicles shall be parked only in the owner's garage or driveway. No inoperable vehicle, tractor, or other machinery shall be stored outside on the Property at any time, even if not visible from the street. No house trailer or such vehicle shall be stored on the premises. Recreational vehicles, vacation trailers, campers, and boats may not be stored anywhere on the lot. No tractor-trailer trucks or 18-wheeler, other than a pickup truck used as the personal vehicle of an owner or tenant, shall be parked or kept on any of the street or on any lot except while loading and unloading. No oil changing or any other mechanical work shall be performed on the Property.

**17. Exterior Changes/Color.** No changes (including changes to brick, siding, roof shingles, soffit, fascia, verandas, doors and door frames, windows, window frames and shutters) shall be made to the color or material of the exterior of any of the townhouses unless such change is approved by the Developer or the Association.

**18. Requirement to Repair and Rebuild.** In the event of the damage or destruction of any structure by fire, windstorm, or other cause, it shall be the duty and obligation of the lot owner to restore the same to substantially the same condition that existed prior to such damage or destruction, without undue delay.

**19. Curbs.** No permanent cuts may be made in the curbs for any purpose other than driveways. Driveways shall be added so as to form a smooth transitional surface with the remaining curb at locations where the approved driveway locations meet the street.

**20. Term.** These restrictive covenants shall be effective upon filing in the Register's Office of Bradley County, Tennessee. These covenants are to run with the land and shall be binding on all owners and all persons claiming under them including transferees, heirs, successors, assigns, and Personal Representatives. These covenants may be terminated or amended by the majority approval of the owners of the lots subject to these restrictive covenants; provided, however, that these covenants may not be terminated without the written approval of the Developer so long as the Developer own any portion of the Property. Any such change shall be effective when recorded in the Register's Office of Bradley County, Tennessee.

**21. Required Owner Maintenance.** After the date of purchase from Developer all lots, and all townhouses or other improvements constructed thereon, must be maintained by the owner in a neat and orderly condition with any and all debris being removed therefrom and any necessary routine maintenance being performed as needed. In the event that an owner of a lot fails to maintain his lot and or the improvements thereon in a neat and orderly condition, Developer or, if applicable, the Association, may enter upon such lot without liability, put the lot into an orderly condition and recover the cost of such work from the owner.

**22. Satellite Dishes.** Satellite dishes may be permitted; however, they may not be over 24 inches round or 33 inches oval in width. No satellite dishes shall be placed on front of a townhouse or in the front yard. There shall be no type radio or equipment, using airwaves which will interfere with the normal reception of radio and television of or other appliances used or maintained in the Subdivision.

**23. Trees, Shrubs, Additional Landscaping and Sidewalks.** No lawn ornaments or other objects other than shrubbery, trees and flower gardens shall be placed upon, set upon or constructed upon any part of the Property that lies in front of the townhomes. The composition and color of driveways, sidewalks, and walkways shall not be altered without the permission of the Developer or, if applicable, the Association.

**24. Common Elements, Roofing.** No lot owner shall drill or nail into or in any way puncture, alter, deface, demolish, destroy or in any way weaken the common bearing foundation party wall constructed by the Developer and which adjoins any of the said parts to one another and in like manner none of said lot owners shall cause any object to penetrate beyond the property line of their respective dwelling units above the level of the common party foundation wall. With respect to common walls dividing townhomes, such shall be deemed to be party walls. No persons shall have the right to add to, or detract from, said party walls in any manner whatsoever, it being the intention that said party walls shall at all times remain in the same position as when erected. If it shall become necessary to repair any such party wall, the expense of rebuilding the same shall be borne by the then owners of the adjoining lots, in equal proportions, and whenever said party

wall, or any portion thereof, shall be rebuilt, it shall be erected on the same place where it stands and be of the same size as when originally erected, unless otherwise agreed by said parties. When a townhome on any lot is in need of a new roof, from either normal weathering or disaster (wind, fire, etc.) the replacement of roofing material shall be like quality, style and color. If the roof is common to more than one townhome, the expense of re-roofing shall be borne by the then owners of the adjoining lots, in equal proportions except for damages due to negligence or willful acts of the other owner. If the age and/or weathering of other townhomes within a set (townhomes sharing a zero lot line) is such that the roofing does not match, then all lots within a set shall join together and re-roof as one project. It shall be the decision of the Developer or, if applicable, the Association as to the need for re-roofing one or all lots within a set.

**25. Enforcement.** Enforcement shall be by proceeding at law or equity against any person or persons violating or attempting to violate any covenant, to restrain such violation, and to recover such damages as may accrue, with court costs and reasonable attorney's fees to be awarded to the prevailing party.

**26. Homeowner's Association.** The creation of a homeowner's association ("Association") is in the sole discretion of the Developer. At such time Developer no longer owns property or delegates its' rights and responsibilities to a homeowner's association, then the owners may create an owner's association and delegate to the association all or part of the Developer's rights hereunder. In the event an Association is established, all lot owners must belong. Any common area in the development which is not included in the lots may be conveyed from Developer to the Association. Evidence of the creation of homeowner's association shall be recorded in the Register's Office of Bradley County, Tennessee.

**27. Rules and Regulations.** The Developer or when the development is turned over to the Homeowner's Association, then the association may adopt rules and regulations pertaining to lawn care, landscaping, exterior lighting, outside trash disposal and similar matters and assessments for common expenses and common maintenance.

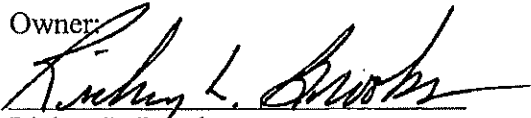
**28. Leased Premises.** If a unit is leased, it is the responsibility of the owner to inform the tenant of the tenant's required compliance with the restrictions and rules and regulations. Accordingly, copies of the restrictive covenants and rules and regulations shall be furnished to the tenant by the owner. Failure of the tenant to abide by the provisions of these documents shall be grounds for eviction. In this event, the owner shall be required to evict the tenant. Should the owner fail to commence eviction proceedings within 15 days of the Developer's, or, if applicable, the Association's, written request to do so, the Developer or, if applicable, the Association, shall have the right to evict the tenant on behalf of and as agent for the owner. All costs incurred by the Developer or, if applicable, the Association for such proceedings shall be for the benefit of and on behalf of the owner and collectible in the same fashion as other assessments levied against the owner. The following special stipulation must be included in all leases and a copy furnished to the Developer or, if applicable, the Board of Directors of the Association:

"This lease shall in all respects be subject to the terms and conditions of the restrictive covenants and the rules and regulations adopted by the Developer or, if applicable, the Association. Failure of the tenant to abide by the provisions of these documents shall be grounds for eviction. In this event, the owner shall be required to evict the tenant. Should the owner fail to commence the eviction proceedings within 15 days of the Developer's, or, if applicable, the Association, shall have the right to evict the tenant on behalf of and as agent for the owner. All costs incurred by the Owner/Landlord, Developer or, if applicable, the Association for such proceedings shall be chargeable to and paid by the tenant."

**29. 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. The Developer, nor its counsel, makes any representation that each and every covenant and restriction contained herein will be legally enforceable under current or future modifications or extensions of the property law in the State of Tennessee.

**THESE RESTRICTIONS SHALL BE BINDING ONLY UPON THE LOTS AND TRACTS SHOWN ON THE AFOREMENTIONED PLAT, THESE RESTRICTIONS ARE NOT MEANT TO AFFECT NOR INTENDED TO AFFECT ANY OTHER LAND(S) WHETHER ADJOINING OR OTHERWISE OWNED NOW OR IN THE FUTURE BY THE OWNER OR DEVELOPER OF BELLINGHAM.**

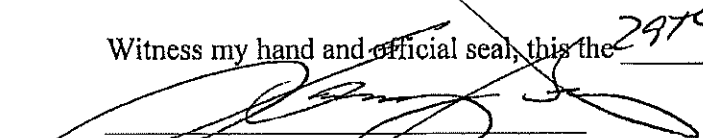
WITNESS our signatures this 29<sup>th</sup> day of Oct, 2019.

Owner:  
  
Rickey L. Brooks

STATE OF TENNESSEE  
COUNTY OF BRADLEY

Before me personally appeared **RICKEY L. BROOKS, unmarried**, to me known (or proven on the basis of satisfactory evidence) to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Witness my hand and official seal, this the 29<sup>th</sup> day of October 29, 2019.

  
Tammy Bentley, Notary Public  
My Commission Expires: 6/22/22



**RIVER STONE CONSTRUCTION LLC  
A TN LIMITED LIABILITY COMPANY**

BY: \_\_\_\_\_  
**JASON FARMER, MANAGER**

STATE OF TENNESSEE  
COUNTY OF BRADLEY

Before me, the undersigned notary, of the State and County mentioned, personally appeared **JASON FARMER** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the **MANAGER** of **RIVER STONE CONSTRUCTION LLC**, the within named bargainer, a LLC, and that such **MANAGER**, executed the foregoing instrument for the purposes therein contained by personally signing the name of the corporation as **MANAGER**.

Witness my hand, at office, this 30<sup>th</sup> day of Oct, 2019.

My commission expires: 6/22/22

Restrictions-bellingham phase 2

