

Prepared By:
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DECLARATION OF COVENANTS AND RESTRICTIONS FOR
NELSON PLACE SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR NELSON PLACE SUBDIVISION (this "Declaration") made this 25 day of May 2017, by NELSON PROPERTIES AND MANAGEMENT, LLC, a Tennessee limited liability company, herein referred to as (the "Developer").

WITNESSETH:

WHEREAS, Developer, as owner of certain real property located in Bradley County, Tennessee, as more particularly described in Exhibit "A" attached hereto (herein "Property"), desires to create thereon a development known as NELSON PLACE SUBDIVISION TOWNHOMES as shown on Plat Book 29, page 147 in the Register's Office of Bradley County Tennessee ("ROBCT"); herein referred to as (the "Development"); and

WHEREAS, Developer desires to provide for the preservation of the land values when and as the property is improved and desires to subject the Development to certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in the Development to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (hereinafter defined) and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

WHEREAS, Developer and or future owners within the Development may cause to be incorporated under the laws of the State of Tennessee, Nelson Place Subdivision Townhomes, Inc. a Tennessee corporation, for the purpose of exercising the above functions and those which are more fully set out hereafter. However, if the association is not incorporated, it may function as an unincorporated entity and all owners within the Development agree to comply with the terms and conditions of this Declaration;

WHEREAS, Developer previously caused to be recorded certain restrictions in Book 2401, page 406 ROBCT encumbering the Property. It is the desire of Developer that all prior restrictions no longer apply to the Development. As such, by its signature below, Developer hereby establishes new restrictions and covenants to run with the land; and

NOW THEREFORE, Developer, subjects the real property described in Article II, and such additions thereto as may hereafter be made, to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall touch and concern and run with the property and each Lot thereof.

ARTICLE I
PROPERTIES, COMMON PROPERTIES AND
IMPROVEMENTS THEREON

1.01 Property. The covenants and restrictions set forth in this Declaration, as amended from time to time, are hereby imposed upon the real property located in Bradley County, Tennessee, and more particularly shown on Plat Book 29, page 147 ROBCT and described as Lots 1 through 3 and "future development" thereto and additions or amendments thereto, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to the Declaration.

1.02 Association. The Developer may, but is not required, to cause an association to be formed and incorporated under the laws of the State of Tennessee for the purpose of carrying on one or more of the functions of an owners' association including, but not limited to, exercising all the powers and privileges and performing all the duties and obligations set forth in this Declaration. Every person who is an owner of a dwelling unit shall be a member of the association as more particularly set forth in the Bylaws of the association.

1.03 Additions to Property. Additional lands may become subject to this Declaration by Developer.

1.04 Common Properties and Improvements Thereon. The Developer may install initially one or more entrance signs to the Development. The signs shall become part of the Common Properties when the Developer conveys the signs to the Association, at which time the Association shall become responsible for the operation, maintenance, repair and replacement of the signs. The Developer may also landscape the entrance areas (whether privately or publicly owned) and other areas where it may or may not have reserved an easement. These areas shall become Common Properties when conveyed to the Association and the Association shall then become responsible for maintenance of the landscaped areas. The Developer and the Association may add additional Common Properties from time to time as they see fit. The Common Properties shall remain permanently as open space except as improved, and there shall be no subdivision of same, except as otherwise provided herein. No building, structure or facility shall be placed, installed, erected, or constructed in or on the Common Properties unless it is purely incidental to one or more of the uses above specified.

Portions of each townhome that connects with other units or are shared such as the roof,

siding, parking or foundation shall be considered Common Properties. In the event of needed repair, each owner shall contribute equally to the cost of said repair and shall fully cooperate with Developer in coordinating any repair or maintenance for each unit. In the event an owner fails and or refuses to contribute to the cost or to cooperate to an inspection or repair, Developer may enforce this provision by injunction and recover any and all costs and attorney fees associated therewith.

ARTICLE II COVENANTS, USES, AND RESTRICTIONS

2.01 Application. It is expressly stipulated that the Restrictive Covenants and conditions set forth in this Article II apply solely to the property described, which property is intended for use as multi-family residential lots only.

2.02 Residential use.

A. All of the lots in the Development shall be, and be known and described as residential lots.

B. "Residential" refers to a mode of occupancy, as used in contradistinction to "business" or "commercial" or "mercantile" activity.

C. No lot may be used as a means of service to business establishments or adjacent property, including but not limited to supplementary facilities or an intentional passageway or entrance into a business or another tract of land, whether or not a part of the property, unless specifically consented to by Developer.

2.03 Temporary Structures. No part of any lot shall be used for residential purposes until a completed Dwelling Building, conforming fully to the provisions of these Restrictive Covenants, shall have been erected thereon.

2.04 Utility Easement. A perpetual easement is reserved on each lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas, water, sewage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

2.05 Frontal Appearance. All Dwelling Buildings shall have conventional and acceptable frontal appearance from the side street fronting said lots.

2.06 Building Requirements. All buildings or structures of any kind constructed on any lot shall be constructed by Developer and shall meet with the approval of Developer.

2.07 Fences. Fences will be allowed in the back of each townhome so long as they are

constructed of the same material, matching color and overall consistent with the existing fencing and shall extend back along the boundary line in uniform and even length as the existing fencing. All fences must be approved by Developer or the Architectural Review Committee.

2.08 Driveways. Each Dwelling Unit is served by an existing driveway, which shall be considered common area.

2.09 Signs. One sign offering the lot and/or Dwelling Building for sale and one sign reflecting the name of the builder may be placed upon a lot. Such sign must be in form approved by the Developer or Architectural Review Committee. No other signs shall be erected or maintained on any lot, except in accordance with approved standards for signs as set by the Developer or the Architectural Review Committee.

2.10 Service Area. Each Dwelling Building shall provide an area or areas on the rear or side yard of the lot to accommodate air conditioner compressors, garbage cans, the electrical service entrance, or other ancillary residential functions that by nature may present an unsightly appearance. Service areas shall be convenient to the utility services and screened from view by an enclosure that is an integral part of the site Development plan, using materials, colors or landscaping that are harmonious with the home it serves.

2.11 Landscaping. A proposed landscape plan shall accompany every new Dwelling Building application submitted to the Developer or the Architectural Review Committee for approval.

2.12 Windows. Materials to be used in windows and glass doors must be approved by the Developer or the Architectural Review Committee.

2.13 Animals. No poultry, livestock or animals shall be allowed or maintained on any lot at any time 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.

2.14 Zoning. 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.

2.15 Unsightly conditions. All of the lots in the Development 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, dead trees, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an owner of a lot in the Development fails, of his own volition, to maintain his lot in a neat and orderly condition, Developer, or his duly appointed agent, or the Board, or its duly appointed agent, may enter upon said lot without liability to put said lot into an orderly condition, billing

the owner 250% of the cost of such work. All owners in the Development are requested to keep cars, trucks, and delivery trucks off the curbs of the streets.

2.16 Offensive Activity. 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, discomfort, embarrassment or nuisance to the Development.

2.17 No Detached Buildings. There shall be no detached garages, or outbuildings without the prior written consent of the Developer or the Architectural Review Committee.

2.18 Sewage Disposal. Before any Dwelling Unit on a lot shall be occupied, a connection with the municipal sewer system meeting applicable municipal codes shall be made.

2.19 Garbage Receptacles. All garbage and trash must be placed and kept in a secure receptacle. Other than trash pick up day, said receptacles and containers must be stored in the rear of each unit.

2.20 No Antennas/Satellites. No television antenna, satellite, radio receiver or sender or other similar devise shall be attached to or installed on the exterior portion of any Dwelling Building or Unit.

2.21 Excavation. No owner shall excavate or extract earth from any of the lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a lot unless the consent of the Developer or the Architectural Review Committee is obtained.

2.22 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 lots within the Development. The playing of any loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.

2.23 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 balcony or terrace railings.

2.24 Mailboxes. Mailboxes of a type consistent with the character of the property shall be selected and placed by the owner of each lot and shall be maintained by the owner to complement the residences and the neighborhood. Design for mailboxes must be approved by the Developer or the Architectural Review Committee. The Developer may provide central mail box units if it chooses.

2.25 Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. In order to

preserve the aesthetic and economical value of all lots within the Development, each owner and Developer (with respect to improved property owned by Developer) shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any building, structure, and improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty.

2.26 Vehicle Parking. Cars owned by unit owners or tenants shall be parked only in the parking spaces. Each unit shall be assigned two (2) parking spaces. No inoperable vehicle, tractor or other machinery shall be stored outside on the premises at any time, even if not visible from the street. No boats, utility trailers or trucks larger than one ton shall be parked at any of the residences. No house trailer or such vehicle shall be stored on the premises.

2.27 Maintenance. Each lot owner shall, at all times, maintain all structures located on such lot, including driveways and permitted fences, in good repair which shall include exterior painting as needed, and each lot owner shall keep all vegetation and landscaping in good and presentable condition.

2.28 Developer Reserves Right. Notwithstanding any other provisions herein to the contrary, the Developer reserves unto himself, his successors and assigns, the following rights, privileges and powers: to subdivide lots, to combine lots or parts of lots, to rearrange boundaries of lots, and to cause portions of Common Property lots to become a part of any of the lots bordering them.

2.29 Lawn Care. All unimproved lots (except those owned by the Development) and all improved lots must be kept fully seeded with grass (except where other provisions hereof require sodding) and regularly cut.

2.30 Roofs. Roofs must be of similar quality as currently existing and shall be subject to approval of the Developer and/or the architectural control committee.

2.31 Adjoining lot damage. Any damage done to any adjacent or adjoining lot or by a contractor employed to build improvements on any lot will be repaired immediately at the expense of the owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the owner or contractor during the time of construction. All construction debris shall be removed weekly and the street must be kept clean during construction.

2.32 Material quality. Only good quality materials and design will be accepted on any structure built on any lot. Permastone and asbestos shingles are specifically prohibited. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer, stone or other material acceptable to the Developer or the Architectural Review Committee.

2.33 Air Conditioning and Heating Units. Air conditioning and heating units shall be architecturally screened or landscaped so as not to be visible from any street.

2.34 Decks. All exterior wood decks railing must be painted or stained in accordance with the requirements of the Developer or the Architectural Review Committee.

2.35 Violations and Enforcement. In the event of the violation, or attempted violation, of any one or more of the provisions of these Restrictive Covenants, the Developer, his heirs or assigns, or the Association, its successors or assigns, including all parties hereinafter becoming owners of any one or more of the lots to which provisions of these Restrictive Covenants apply, may bring an action or actions against the owner in violation, or attempting violation, and the said owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorneys fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of setback lines, side, rear or front, which may be minor in character, a waiver thereof may be made by the Developer, his heirs or assigns, or the Board. Further, the Developer or the Board may grant variances of the restrictions set forth in these Restrictive Covenants if such variances do not, in the sole discretion of the Developer or the Board, adversely affect the purposes sought to be obtained hereby.

By reason of the rights of enforcement of the provisions of this section being given unto owners of lots (subject to rights of variances reserved by the Developer and the board), it shall not be incumbent upon the Developer or the Board to enforce the provisions of these Restrictive Covenants or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of these Restrictive Covenants by any person other than itself.

ARTICLE III ARCHITECTURAL CONTROL

3.01 Architectural and Design Review.

The Developer shall have sole architectural and design reviewing authority for the Development until the Developer has transferred governing authority to the Board of the association. No Dwelling Building, other building, structure, fences, exterior lighting, walls, swimming pools, children's play areas, decorative appurtenances, or structures of any type, shall be erected, placed, added to, remodeled or altered without the express written consent of the Developer or Architectural Review Board.

ARTICLE IV ASSESSMENTS

In the event an association is formed or Developer undertakes to perform maintenance to the Common Areas, the Developer and/or governing board of the association shall have the right to assess fees to cover expenses. Likewise, they shall have the right under Tennessee law to file

a lien against the property of an owner that does not pay. The terms governing fees and assessments shall be set out in the by-laws of the association.

ARTICLE V REMEDIES ON DEFAULT

5.01 Scope. Each owner shall comply with the provisions of this declaration, the Bylaws and the Rules and Regulations of the Association as they presently exist or as they may be amended from time to time, and each owner shall be responsible for the actions of his or her family members, servants, guests, occupants, invitees or agents.

5.02 Grounds for and Form of Relief. Failure to comply with any of the covenants of this declaration, the Bylaws, or the Rules and Regulations promulgated by the Board which may be adopted pursuant thereto shall constitute a default and shall entitle the Developer or the association to seek relief which may include, without limitation, an action to recover any unpaid assessment, annual or special, together with interest as provided for herein, any sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Developer or the association or, if appropriate and not in conflict with the provisions of this declaration or the Bylaws, by an aggrieved owner.

5.03 Recovery of Expenses. In any proceeding arising because of an alleged default by an owner, the Developer or the association, if successful, shall, in addition to the relief provided for in Section 8.02, be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be allowed by the court, but in no event shall the owner be entitled to such attorneys' fees.

5.04 Waiver. The failure of the Developer, the association or an owner to enforce any right, provision, covenant or condition which may be granted herein or the receipt or acceptance by the association of any part payment of an assessment shall not constitute a waiver of any breach of a covenant, nor shall same constitute a waiver to enforce such covenant(s) in the future.

ARTICLE VI GENERAL PROVISIONS

6.01 Duration. The covenants of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the board, the association, the Developer or owner, their respective legal representatives, heirs, successors, and assigns, in perpetuity, unless amended or terminated as provided herein.

6.02 Amendments. This Declaration may be amended, modified or revoked in any respect from time to time by the Developer prior to the date that the governing authority for the Development is transferred from the Developer to the board in accordance with the Bylaws.

Thereafter, this declaration may be amended by an affirmative vote of no less than 75% of the then owners of the Development.

6.03 Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

6.04 Captions. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or described the scope of this Declaration nor any provision hereof.

6.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

6.06 Law Governing. This Declaration is made in the State of Tennessee, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that State.

6.07 Effective Date. This Declaration shall become effective upon its recording in the office of the Register of Bradley County, Tennessee.

ARTICLE VII SCOPE OF RESTRICTIONS

7.01 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 OWNERS/DEVELOPER OF NELSON PLACE SUBDIVISION TOWNHOMES.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the date first above written.

Ben W. Nelson
DEVELOPER

STATE OF TENNESSEE
COUNTY OF BRADLEY

On this 25th of May, 2017, before me personally appeared Ben Nelson, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his their free act and deed.

Kay S. Burns
NOTARY PUBLIC
My Commission Expires: 7-5-2017

