

File

INSTRUMENT PREPARED BY:
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**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE TOWNHOMES AT PARKSTONE VILLAGE SUBDIVISION**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE TOWNHOMES AT PARKSTONE VILLAGE SUBDIVISION (this "Declaration") made this 14th day of September 2022, by DUGGAN DEVELOPMENT COMPANY, 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 THE TOWNHOMES AT PARKSTONE VILLAGE as shown on Plat Book 39, page 83-84 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 Development 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, the Development is a portion of that planned unit development known as "Westside Landing Subdivision" as recorded in Plat Book 39, page 47 ROBCT ("Westside Landing Subdivision"). As such the Development shares in the use, benefit and maintenance of the drainage pond as shown on the plat for Westside Landing Subdivision and is subject to any and all requirements or restrictions of the planned unit development; 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 39, page 83 and 84 ROBCT and described as Lots 1 through 14 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 Additions to Property. Additional lands may become subject to this Declaration by Developer.

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 Multi-Family Residences, Business, Trucks. No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than four family Dwelling Unit 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. No panel, commercial or tractor trucks shall be habitually parked in driveways or overnight on streets in front of any of the lots. Notwithstanding, Developer reserves the right to construct either multi-family residences or

single-family residences within the Development.

2.04 Minimum Square Footage. No single Dwelling Unit shall be erected or permitted to remain in 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 a Unit shall have 2 levels, then each level must have a minimum of 550 square feet of enclosed living area. For the purposes of this section, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, and steps. Each Dwelling Building shall have at least 2,000 square feet.

2.05 Set-backs. No building shall be erected on any lot nearer than twenty-five (25) feet to the front lot line, and twenty (20) feet from the rear lot line. For the purposes of this covenant, steps and open porches shall not be considered as a part of the building, providing, however, this shall not be construed to permit any portion of the building on the lot to encroach upon another Lot. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any lot that does not conform to the zoning laws and regulations applicable thereto.

2.06 Rearrangement of Lot lines. Not more than one Dwelling Building shall be erected or maintained on any one lot. With the written approval of the developer or the Board, contiguous lots may be combined if the lots have the same owner, for the purpose of erecting an approved Dwelling Building thereon; however, the assessments provided for herein will continue to be based upon the number of original lots purchased.

2.07 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.

2.08 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.

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

2.10 Building Requirements. All buildings or structures of any kind constructed on any lot shall have full masonry foundations, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level. The foundation of each Dwelling Unit must be covered with stone, brick, or combination thereof.

Siding materials shall be brick, stone or hardie board or hardie board equivalent. The front of each residence, not including the foundation, must be stone or brick or hardie board except for eaves, dormers and gables. The Developer or Committee must specifically approve vertical siding. The Developer or the Committee shall specifically approve any other exterior materials. In any event, if horizontal boards are used, not over 8 inches of each board may be exposed to weather.

All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, or sto to complement the house. All sheet metal work (roof caps, flashings, vents, chimney caps) must be painted to match the roof. Gutters and downspouts must be painted in approved colors. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the developer or the Architectural Review Committee may make exceptions as to the placement of such roof stacks and plumbing vents.

2.11 Fences. No fences will be allowed on any lot without the prior written consent of the developer or the Architectural Review Committee. Notwithstanding, for Lots 5 through 8, no fence shall be permitted within five (5) feet of the property line. Likewise, for Lots 1 through 4, no fence shall be permitted within fifteen (15) feet of the property line.

2.12 Driveways. Each Dwelling Unit constructed upon a lot must be served by a driveway constructed of hard surface materials such as concrete. No driveway shall be constructed on any lot nearer than one (1) foot to any lot line. All other hard surface materials must be approved by the developer or the Architectural Review Committee. Where a lot borders on more than one street, the lot shall be entered from the secondary street. It shall be obligatory upon all owners of lots in this subdivision to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefore, as set forth on the recorded subdivision plat, in order that the roads or streets, which may be affected by such placement or construction, may not be disqualified for acceptance into the road system of the City of Cleveland, Bradley County, Tennessee.

2.13 Curbs. Curb cuts shall be made with a concrete saw at the curb and along the gutter. Irregular cuts using sledge hammers and the like are prohibited. 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. Damaged curbs shall be replaced by the owner of the adjoining lot unless the damage is caused by another who causes the damage to be corrected. Notwithstanding the foregoing, nothing herein shall permit any curb cuts where such cuts are prohibited by any applicable city, county, or state regulation, ordinance or law.

2.14 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.

2.15 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.

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

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

2.18 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.

2.19 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.

2.20 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.

2.21 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.

2.22 No Detached Buildings. There shall be no detached garages, or outbuildings

without the prior written consent of the Developer or the Architectural Review Committee.

2.23 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.

2.24 Tanks and Garbage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a Dwelling Building, within a screened area or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be visible from adjoining lots, house, or from any street.

2.25 No Antennas. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any Dwelling Building or Unit or other structure on the property or any lot within the development without the prior written consent of the developer or the Architectural Review Committee.

2.26 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.

2.27 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.

2.28 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.

2.29 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.

2.30 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.

2.31 Vehicle Parking. Cars owned by unit owners or tenants shall be parked only in the driveway. 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 house trailer or such vehicle shall be stored on the premises.

2.32 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.

2.33 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.

2.34 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.

2.35 Roofs. Roof pitches must be a minimum of 7/12, unless otherwise approved by the developer or the Architectural Review Committee. All roofs must be of architectural quality shingles, shakes or slate unless approved in writing by the developer or the Architectural Review Committee.

2.36 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.

2.37 Material quality. Only good quality materials and design will be accepted on any structure built on any lot. Perma-stone 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.

2.38 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.

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

2.40 Additional Restrictions. The Development shall further be subject to any and all covenants, restrictions or requirements of the Westside Landing Subdivision. Specifically, as set forth in Article IV herein, the Development is subject to the Perpetual Stormwater Maintenance Agreement of the Westside Landing Subdivision, including but not limited to any assessments related thereto.

2.41 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. No construction of any building shall begin until the plans and specifications and a plan showing the location of the structure shall have been approved by the Developers or one or more persons designated by them, or by a property owners committee if such shall have been created. **IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS OR TRACTS IN THIS SUBDIVISION AGREE** that the architectural control committee (the "Committee") may require any changes, not otherwise prohibited in these restrictions, concerning size, design, style, location, type of exterior, etc., with regard to the building. The decision of the Developers or their successor in interest, or the committee if such shall have been appointed, shall be final.

ARTICLE IV ASSESSMENTS

4.01 Assessments. Each owner by acceptance of a deed conveying a lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these covenants and the covenants of the Westside Landing Subdivision, as applicable. As such, each owner shall pay to annual assessments and special assessments of the Westside Landing Subdivision, such assessments to be fixed, established and collected from time as provided in the covenants and restrictions of the Westside Landing Subdivision (the "Association"). Specifically, each owner shall be responsible for their pro-rata share of the assessment for the maintenance of the drainage pond easement shared between the Development and Westside Landing Subdivision. The owner of each lot shall be personally liable, such liability to be joint and several if there are two or more owners, to the Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are owners of a lot. The annual and special assessments, together with such interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing lien on the lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from date to date of payment at the rate set by the Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more lots are combined into a single lot by an owner, the assessments will continue to be based upon the number of the original lots purchased. In the event three or more lots are combined into two or more lots by an owner, the assessments will continue to be based upon the number of original lots, and if any original lot is subdivided, the assessment on such original lot shall be prorated between the owner based upon the square footage owned by each owner.

ARTICLE V GENERAL PROVISIONS

5.01 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.

5.02 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, shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of lots or tracts within the Development it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot or tract as originally sold by Developers, shall have one vote.

5.03 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.

5.04 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.

5.05 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.

5.06 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.

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

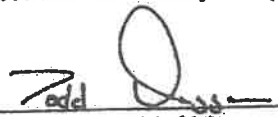
ARTICLE VI
SCOPE OF RESTRICTIONS

6.01 Scope. 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 THE TOWNHOMES AT PARKSTONE SUBDIVISION TOWNHOMES.

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

DEVELOPER:

DUGGAN DEVELOPMENT COMPANY, LLC,
a Tennessee limited liability company


BY: Todd Duggan, Chief Manager

STATE OF TENNESSEE)
COUNTY OF BRADLEY)

On this 14 of September, 2022, before me personally appeared Todd Duggan, 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 free act and deed.

Amanda M. Waldron
NOTARY PUBLIC
My Commission Expires: 4/10/25



BK/PG: 2943/857-868
22014289

12 PGS:AL-RESTRICTIONS	
BONNIE BATCH: 291278	09/21/2022 - 02:37 PM
MORTGAGE VALUE	0.00
TRANSFER VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	60.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	62.00

STATE OF TENNESSEE, BRADLEY COUNTY
DINA SWAFFORD
REGISTER OF DEEDS