

Prepared by: Thomas A. Dobson  
1020 Water Front Place  
Kimball, TN 37347

## DECLARATION OF RESTRICTIVE COVENANTS

This Declaration Of Restrictive Covenants ("Declaration") is hereby made, published and declared this 12<sup>th</sup> day of January, 2000 by Thomas A. Dobson, and wife, Louise Dobson, hereinafter collectively referred to as "Owners".

### WITNESSETH:

WHEREAS, the Owner owns certain real property (the "Property") located in the City of Kimball, Marion County, Tennessee, said property being more particularly described by plat of Mountain Meadow Estates Subdivision recorded in Plat Book 4, Page 809, Register's Office of Marion County, Tennessee which is incorporated herein by reference; and

WHEREAS, it is for the interest, benefit and advantage of the Owner and each and every person or entity that shall hereafter acquire any lot in the Subdivision, that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owner and each and every subsequent owner of any of the Lots in the Subdivision, the Owner does hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and to all persons owning any of said Lots hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the Owner for a period of twenty five (25) years after the recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of twenty five (25) years each unless it be agreed by a vote of two thirds (2/3) majority of owners of Lots (then subject to this Declaration) within the subdivision with each such Lot to carry one (1) vote, to alter, amend, or revoke the same, in whole or in part, in which latter event these restrictive covenants shall be altered, amended, or revoked as determined and agreed upon by such two thirds majority and evidenced by written agreement relative thereto duly recorded in the Register's Office of Marion County, Tennessee.

1. **Land Use and Building Type.** No Lot shall be used except for private, single family residential purposes. No business of any nature shall be conducted on any Lot. Each Lot shall contain no more than one residential dwelling.
2. **Resubdivision.** No Lot may be resubdivided.
3. **Architectural control.** No building, fence, wall, pool or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications of the structure have been approved by an architectural control committee consisting of three persons which shall be appointed by the Owner, as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be provided as hereinbelow set forth:
  - A. **Duration.** The Architectural Control Committee shall maintain architectural control for ten (10) years from the date of the recordation of this Declaration or until the sale by the Owner of, and the completion of construction of a residential dwelling on, each and every

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- Lot in the subdivision, whichever shall later occur, at which time the Architectural Control Provisions contained in this Section 3 shall expire. Notwithstanding the foregoing, the Architectural Control Committee, at any time, may relinquish their right and any attendant obligations on them, to exercise architectural control as provided herein by executing and recording in the Register's Office for Marion County, Tennessee, a notice of such relinquishment, at which time the Architectural Control Provisions contained in this Section 3 shall expire. The initial Architectural Control Committee shall consist of Travis L. Shields, Abigail H. Dobson, and Louise Dobson. In the event of any vacancy on this committee, the remaining members and/or member shall appoint a necessary number of people so that the committee always consists of three persons; successors to the members of the original committee shall be Lot owners within said subdivision.
- B. Procedure.** The Architectural Control Committee's approval or disapproval as required in this declaration shall be in writing. In the event the Architectural Control Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted with a written request for such approval, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- C. Standards.** For the purpose of assuring the maintenance of Lots as a neighborhood of high standards, the Owner hereby adopts the following standards for architectural control: the Architectural Control Committee shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use inconsistent or not in harmony with the structures located upon other Lots with the subdivision.
- D. No Liability.** In no event shall the Owner or the Architectural Control Committee be held liable in any way to any Lot owner or other interested party by virtue of the Architectural Control Committee approval, disapproval, or inaction regarding any architectural control decision.

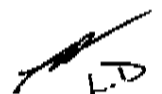
The provisions of this Section 3 are sometimes hereinafter referred to as the "Architectural Control Provisions".

4. **Dwelling Size.** The minimum square footage of living area of any residence erected in said subdivision shall be eighteen hundred (1,800) square feet, as measured from the exterior walls; provided, however, garages, carports, porches, basements and similar spaces shall be in addition to and not included in the above stated minimum square footage requirements.
5. **Building Location.** Any building located on any Lot shall comply with the minimum building setback lines as may be shown on the plat of the



- Subdivision and all applicable zoning laws and regulations. For the purposes of this covenant, eaves, open porches, and decks shall be considered as a part of the building.
6. **Easements.** Each of the Lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities for a width of fifteen (15) feet along all Lot lines. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; however, no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. If one owner owns adjoining Lots, this provision shall not apply to the interior Lot lines as long as the Lots are so owned.
  7. **Utilities.** All utilities located outside of the Meadow Lane right of way shall be constructed underground.
  8. **Sewage Disposal.** No individual sewage disposal system shall be permitted on this real estate, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both the State and local public health authorities. Approval of such system, as installed, shall be obtained from such authorities.
  9. **Diligence in Completing Construction.** Upon the commencement of construction of any building or other structure, the same shall be pursued to completion with due diligence, and no construction shall be abandoned or discontinued prior to completion for more than sixty (60) days. In any event, construction must be completed within nine (9) months of its commencement; however, the Architectural Control Committee may grant an extension due to extenuating circumstances.
  10. **Maintenance of Construction Site.** Builders shall maintain Lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur.
  11. **Dwellings, Temporary Structures, Garages, and Outbuildings, Etc.** No Trailer, tent, or shack shall be erected on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No mobile homes, double wide mobile homes, trailers, or modular homes shall be moved onto any Lot. No Structure of any kind except a dwelling house constructed on a Lot shall be occupied as a residence, and the outside of any building so occupied must be completed before occupancy.
  12. **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.
  13. **Nuisances.** No noxious, offensive or illegal 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. There shall be no exterior storage


- or parking of any vehicle, boat, motorcycle etc. on any Lot for longer than one month. Such items shall be maintained in covered storage areas or garages.
14. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except for signs of reasonable size advertising the property for sale or rent.
15. **Livestock and Poultry.** No hogs, chickens or cattle may be kept on this real estate. Household pets may be maintained so long as such do not constitute a nuisance. Horses may be kept on Lots 11 and 12, as long as no more than two (2) horses are kept per lot. Stables must conform to low profile buildings and the plans must be approved by the Architectural Control Committee. No wire fences will be permitted.
16. **Covenant with Respect to Maintenance of Lot and Improvements.** Each owner shall keep his or her Lot and any structures thereon in good order and repair including but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of any structures, all in a manner and with such frequency as is consistent with good property management. The Lot shall be maintained in a neat and attractive condition both before and after the construction of any residence thereon. No debris or unsightly objects shall be moved onto or kept on any Lot during a period of construction thereon. No owner of any Lot shall modify any structure on his or her Lot by adding a room or rooms, changing the roof lines, adding decks, or making other material alterations in the exterior appearance of the structure without the express written approval of the Architectural Control Committee in accordance with the Architectural Control Provision's contained herein, if such provisions are still applicable. Each owner, in acquiring title to his or her respective lot, acknowledges that the décor, color scheme, design and construction of any structure thereon, and any reconstruction, modification or addition thereto, shall be selected and performed in such a manner as to be consistent and harmonious with other homes within the subdivision and agrees to maintain his or her respective Lot and structure in such a manner as to maintain and perpetuate the visual harmony within the Subdivision.
17. **Damage, Destruction or Maintenance.** In the event of damage or destruction to any structure within the Subdivision, each respective Lot owner agrees as follows:
- (A) In the event of total destruction, the owner of the particular Lot shall promptly clear the Lot of debris and level the same in a neat and orderly condition until such time as the owner may decide to commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be subject to approval by the Architectural Control Committee in accordance with the Architectural Control Provisions contained herein, if such provisions are still applicable.
  - (B) In the case of partial damage or destruction, the owner shall either demolish the structure and thereafter comply with the provisions of subsection (A) above, or the owner shall, as promptly as an insurance adjustment may be made, cause the


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damage or destruction to be repaired and restored in a first-class condition, subject to approval by the Architectural Control Committee in accordance with the Architectural Control Provisions contained herein, if such provisions are still applicable. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days.

- 18. **Enforcement.** Any Lot owner may enforce the covenants and restrictions contained herein by bringing an action at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefor, or both. In the event that person(s) bringing such action is successful, the unsuccessful party (parties) shall be liable for all costs of the proceeding, including the successful party's (parties') attorney fee and such other trial costs as the court may allow (e.g. expert witness' charges).
- 19. **No Reverter.** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.
- 20. **Severability.** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgement or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this declaration are declared to severable.

IN WITNESS WHEREOF, the owner has caused this declaration to be executed on the day and date first above written.

  
Thomas A. Dobson

  
Louise Dobson

**STATE OF TENNESSE  
COUNTY OF MARION**

On this 12th Day of January, 2000, before me personally appeared Thomas A. Dobson, and wife Louise Dobson the within named owners, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidenced to be the persons herein described) and who acknowledged that they executed the within instrument for the purposes therein contained.

  
Notary Public



My commission expires: 3-4-2003

My Comm. Expires Mar. 4, 2003

BK 276 PG 1029

State of Tennessee, County of MARION  
Received for record the 12 day of  
JANUARY 2000 at 11:47 AM. (REC# 44991)  
Recorded in official records  
Book 276 pages 1025-1029  
Notebook 17 Page 264  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 22.00, Total \$ 22.00,  
Register of Deeds WENFRED HAGGARD  
Deputy Register CARL CASE