

TENNESSEE
JOHNSON COUNTY

DECLARATION OF RESTRICTIONS
CALLALANTEE MOUNTAIN RESORT,
PHASE I

THIS DECLARATION OF RESTRICTIONS, made this 1st day of August, 1992 by Brown Enterprises, Inc. of Johnson County, Tennessee, hereinafter called "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Paragraph 1 of this Declaration of Restrictions and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each of which is for the benefit of such property and for each owner thereof, and each and every tract or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below.

1. The real property which is and shall be held, transferred, sold and conveyed subject to these protective covenants set forth in the paragraphs of this Declaration of Restrictions is located in Johnson County, Tennessee, and is more particularly described as follows:

That certain tract of land as described in Exhibit A attached hereto and incorporated herein by reference,

2. The real property described in Paragraph 1 hereof is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each tract thereof; to protect the owners of tracts against such improper use of surrounding tracts as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to encourage and insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on tracts; to secure and maintain a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of tracts therein,

3. No structure except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any said tract other than one (1) detached single-family dwelling house not to exceed three stories above the basement with the necessary accessory buildings, which may include a detached private garage or barn, No flat roof structure shall be permitted without the express permission of Grantor, No apartment houses shall be constructed on any tract. All Tracts subject to this Declaration of Restrictions shall be used exclusively for residential purposes and for agricultural and/or horticultural purposes.

4. No structure of a temporary character, house trailer, no apartments, mobile home, basement, tent, shack, barn or other outbuilding or garage apartment shall be used on any tract at any time as a residence, either temporarily or permanently, except such garage apartment shall be used or completed until after the main dwelling on such tract is substantially completed. No outside toilets may be placed on any tract except for a limited time during construction of a residence,

5. All dwellings are to be of a permanent type and constructed of brick, wood, stone or other approved material. All exposed masonry surfaces shall be plastered, painted or faced with stone or brick and no asbestos or artificial brick or stone siding may be used,

6. No building, fence, satellite dishes, structure or other improvement shall be erected, placed or altered on any tract until the proposed building plans, specifications, exterior color or finish, tract plans (showing the proposed location of such building or structure, drives and parking areas), and the construction schedule shall have been approved in writing by Declarant, his successors and assigns. Upon written request by tract owners for approval of plans, Declarant shall have thirty (30) days, to approve or disapprove plans. In the event of failure to approve or disapprove the plans within thirty (30) days, said approval will not be required, provided the design of the proposed building is in harmony with existing structures in the area. Garages on dwelling tracts must be constructed of the same or compatible materials as specified for the dwelling. Refusal of approval of plans, location or specifications may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Declarant is given except by and with the written consent of Declarant. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Declarant, one copy of all plans and related data shall be furnished the Declarant for his records.

7. All sewage must be disposed of by proper connections with a septic tank, located, installed and equipped in accordance with the standards and requirements set by the duly constituted health authorities and approved by such authorities.

8. Satellite dishes shall be permitted; provided, however, satellite dishes shall be placed on the tract in a position which insures that it is hidden from view of adjoining tract owners and from the road as much as possible.

9. No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No tracts shall be used for business or commercial purposes except in Agricultural and/or Horticultural products, nor shall animals or fowls of any description remain on the premises which are a nuisance or any annoyance to the community. Property owners shall be prohibited from storing junk vehicles or inoperative vehicles on their tracts. Further, no exterior light or lighting, or device or thing of any sort shall be kept whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. During the repair or construction of a new home, the owner is responsible to see that the contractor maintains the property in a reasonable condition.

10. No building shall be located closer than twenty-five (25) feet to the right-of-way of any street, twenty-five (25) feet to the adjoining property line, and not closer than twenty-five (25) feet to the rear tract line. Declarant also reserves unto himself, his successors and assigns, the right to waive, amend or alter the set back requirements of any tract. Provided, however, that Developer shall not waive, alter, or amend such set back requirements on any tract so as to violate any provision of any Johnson County ordinance.

11. It shall be the responsibility of the property owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on the property which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

If the property owner, upon written request by Declarant, fails to correct said condition within thirty (30) days, Declarant or agents of Declarant may enter upon said land to remove any trash which has collected and correct the unkept condition on said tract without such entrance and removal being deemed a trespass, all at the expense of the owner of said tract. Further, such expense shall be

charged as an assessment against the property owner and shall be a lien upon the tract until paid. This provision shall not be construed as an obligation on the part of the Declarant to provide garbage or trash removal services. Neither the Declarant nor any of his agents or contractors, shall be liable for any damage which may result from any maintenance work performed.

12. Declarant reserves unto himself, his successors and assigns a perpetual, alienable and releasable easement over, upon, across and under each road right-of-way and on either side of all tract lines for the purpose of the erection, maintenance, installation, and use of street signs and signs denoting the development and use of electrical and telephone poles, wire, cable, conduits, sewers, water or other public conveniences or utilities and Declarant may further cut drainways for surface water wherever and whenever such action may appear to Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. All lines will be run as close to the streets or side tract lines as is possible in the subdivision. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by a licensee of Declarant to provide or maintain any such utility or service. This reservation shall not be considered an obligation of Declarant to provide and maintain any such utility or service.

13. No commercial signs, except "for rent," "for sale" and other similar signs not exceeding a combined total of three (3) square feet, shall be erected or maintained on any tract, except with the written permission of Declarant or entrance signs naming the subdivision and sign announcing the subdivision for sale shall, however, be excepted from this restriction.

14. Except as specifically provided herein, no tract shall be subdivided, or its boundary line changed, except hereby expressly reserves to himself, his heirs, successors or assigns the right to re-plat any tract shown on the plat of such subdivision prior to its sale in order to create a modified building tract or tracts. In addition, each tract owner shall be permitted to subdivide his or her tract one time to create two tracts. The restrictions and covenants herein shall apply to any of said modified tracts resulting from said subdivision as if the resulting tracts had been originally platted in such manner, and the resulting modified tract or tracts shall be in compliance with Johnson County Subdivision Regulations or other applicable regulations.

15. The property owner shall not interfere with or divert the natural flow of drainage of any creek; stream, river or of the property itself.

16. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

17. Every person or entity who is a record owner of a fee or undivided fee interest in any tract subject to these Declarations of Restrictions, by acceptance of a deed therefore, agrees to become and shall become a member of the property owners' association to be known as the Callalantee Mountain Resort, Phase I, Property Owners' Association and shall be subject to the rules and regulations of the Association. This Association shall be formed by the Tract owners when sixty percent (60%) of the tracts in the development shall have been sold. Each tract shall have one membership and one vote in the affairs or the Association. The Association shall promote the health, safety and welfare of the property owners within Callalantee by providing along other things, and without in any way limiting its purposes or services, the maintenance repair and upkeep of the streets within the development and enforcement of the provisions of these Declarations of Restrictions. Such Association shall have full legal authority to collect such assessments and may utilize any legal means available; further, said assessments shall be considered to be a lien upon the tract or tracts

until paid. Any expenses reasonable incurred, including legal expenses, shall be added to any delinquent assessment collected in this Banner.

19. In the event of a violation or breach of any of these restrictions by any property owner or agent of such owner, Declarant, the owners of tracts in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions contained in the Declaration of Restrictions shall in no way affect any of the other restrictions, but shall remain in full force and effect.

20. These restrictions shall constitute covenants which shall attach to and run with the land, as provided by law, and shall be binding on and insure to the benefit of all parties hereto and all persons claiming under thee, their successors, heirs and assigns until July 30, 2012, unless prior to the end of such period all of the owners of property in the subdivision execute and file for registration in the Johnson County Public Registry an instrument terminating or modifying these Restrictions.

21. Any variances to these restrictions must be approved by the Declarant. After such time as when the Property Owners Association is formed and becomes the controlling entity then the approval or disapproval of variances to these restrictions becomes the responsibility of the P.O.A.

22. These restrictions have been recorded in the office of the Register of Deeds for Johnson County, Tennessee and are incorporated in deeds to the residential tracts described in Paragraph 1 herein conveyed by Declarant, their successors and assigns.

IN TESTIMONY WHEREOF, the undersigned has hereunto set his signature, this the ____ day of August 1992.

REPRESENTATIVE, BROWN ENTERPRISES INC.

STATE OF TENNESSEE:
COUNTY OF JOHNSON:

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, A REPRESENTATIVE OF BROWN ENTERPRISES INC., the within named bargainer with whom I am personally acquainted and who acknowledged that he/she executed the foregoing Instrument for the purposes therein contained.

WITNESS my hand and official seal at Mountain City, Tennessee this the ____ day of August, 1992.

NOTARY PUBLIC
STATE OF TENNESSEE, JOHNSON COUNTY

The foregoing instrument and certificate were noted in
Note Book ____ Page ____ at ____ O'Clock PM ____ 19____
and recorded in ____ Book ____ Section ____ Page ____
State Tax Pd. \$ ____ Fee ____ Recording Fee \$ ____ Total \$ ____
Witness My hand,
Receipt No: _____ Register