

DECLARATIONS OF RESERVATIONS AND RESTRICTIVE COVENANTS Cumberland Mountain Preserve

hereinafter referred to as the "Developer".

TO THE PUBLIC:

Declaration of Reservations and Restrictive Covenants on Cumberland Mountain Preserve, Phase 1, a subdivision in Cumberland County, Tennessee.

The Restrictions and Covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in Cumberland Mountain Preserve. If the owners of such lots or any of them, or their heirs or assigns, shall violate any of the covenants, hereinafter set out, it shall be lawful for any other person owning real property situate in such development to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, and either to prevent the person from so doing or to recover damages for such violation, or both.

Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

The grantee of any deed conveying any lot or lots, parcels or tracts shown on said plot or any parts or portions thereof shall be deemed by the acceptance of such deed to have agreed to all such reservations and restrictive covenants and to have covenanted to observe, comply with and be bound by all such covenants and restrictions as hereinafter set forth: The term "Developer" as used in this Declaration of Reservations and Restrictive Covenants shall refer to the Developer as defined herein his designated agent, assigns or successors in interest.

1. **RESIDENCE.** The term "lots" as use herein shall refer to the numbered lots in the numbered blocks a shown on the plot recorded in the Register of Deeds Office in Cumberland County, Tennessee. The lots shown on said plots shall be used for residential purposes only. No lot or lots shall be used for other than single-family residence purpose. Except a herein otherwise specifically provided or without approval in writing from the developer or his assigns no structure shall be erected or permitted to remain on any lot or building plot on said land other than one single-family residence. Without the prior approval of the developer or his assign, the height of the main residence on each building plot shall be not more than two full stories above the normal surface of the ground. No building at any time situated on any lot or building plot shall be used for any retail cash and carry business, commercial, religious, amusement, hospital, sanitarium, school, clubhouse, charitable, philanthropic or manufacturing purpose. No building situated on any lot or building plot shall be rented or leased separately from the rental or lease of the entire property and no part of any such building shall be used for the purpose of renting rooms there or as a boarding house, hotel, motel, tourist, or motor court, or other transient accommodation
2. **SIGNS.** No billboards or advertising signs of any kind shall be erected or displayed on any lot or building plot, except such signs as are permitted elsewhere in these restrictive covenants and reservations. Nothing herein shall be construed to prevent the developer from erecting, placing or maintaining sign structures and office as may be deemed necessary by him for the operation of the development.
- 3a. **CONSTRUCTION REQUIREMENTS.** No building shall be erected, placed, altered, or permitted to remain in this development having a finished floor area of the main structure exclusive of open porches and garages, of less than twelve hundred (1200) square feet. "Split-foyer" dwellings shall be considered as one-story dwellings, and in calculating square footage, the lower level shall not be considered. Two story dwellings shall have not less than sixteen hundred (1600) square feet in the ground level main structure (exclusive of any wings) and shall have a minimum of eight hundred (800) square feet in the ground level main structure and the second story immediately above. The minimum roof pitch for the primary portion of the main structure shall be a minimum of 8 / 12 slope. Each home must have a covered front porch with a minimum of 120 square feet. All Dwellings will be faced at least

*Insisted
on recording
as is per
Alice Hale*

*mail
David J. Wilson
474 Hyder Ridge
Rd.
Csv. TN
38555*

75% with James Hardie concrete siding or equal, brick, stucco or stone. Vinyl siding will only be allowed on the rear of the dwelling. Additionally, all dwellings shall have a solid foundation of brick, stone, concrete block faced with brick, stone, or stucco and all buildings, whether frame or accessory, shall conform in workmanship and materials to standard building practice for the State of Tennessee and be consistent with all construction in the development and shall meet with the minimum requirements of the Federal Housing Authority.

- 3b. **CONSTRUCTION REQUIREMENTS FOR RV GARAGE HOMES.** Homes will have a minimum of 800 sq. ft. of finished floor space on the main floor and a minimum 700 sq. ft. of garage space designated for RV storage. The RV garage will be incorporated and or field located for each home, with design guidelines provided by the developer.
4. **APPROVAL OF PLANS.** For the purpose of further insuring the development of said land as a residential area of the highest quality and standards, and in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides and from all points of view, the developer shall reserve the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements and the location of such on each building plot in the manner and to the extent set forth herein. **No building shall be erected, placed, altered, or permitted to remain on any lot in the development until the building plans and specifications and the plot plans showing the location of said building or alterations have been approved in writing as to conformity and harmony with existing structures in the development by the developer. Additionally, ingress and egress to each lot must be approved by the developer prior to commencement of any grade work.** In the event said developer fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications shall have been submitted, such approval will not be required and this covenant will be deemed fully complied with. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which the prospective building, road, driveway, or other structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the developer. The developer shall not be responsible for any structural defect in such plans or specifications or in any building or structure erected according to such plans and specifications.
5. **CONTRACTOR REQUIREMENTS.** Builders or homeowners will provide a bond of \$1,500.00 in either cash or check, made payable to CMP HOA, prior to the commencement of construction to protect any unforeseen damage created by the contractor or his subcontractors to the development. Additionally, the site will be cleaned up of debris at the end of each work day. Failure to maintain a neat worksite will result in a verbal warning, on the first offence, with 24 hours to correct. Second offence will result in developer cleaning site and deducting time and materials from the bond. Once the bond's funds have been exhausted, another bond will be required to continue construction. This bond will be refunded upon building completion and final acceptance. The building site will have a staging area created immediately prior to construction. Each site will have a dumpster, a portable toilet, and a parking area for material storage and employees.
6. **UTILITY AREAS, TANKS, ETC.** Any utility or out building shall be constructed to conform to the architectural design of the main dwelling. They shall not exceed a total of five hundred (500) square feet. Any deviation will require prior approval by the developer. LP tanks will be buried or if elevated tanks are used, due to certain lot constraints, they shall not be visible from the main road or adjacent side street.
7. **DETACHED OUT BUILDINGS.** The term "detached out building" as used in these covenants and restrictions, means any garage, carport, quarters for domestic servants, laundry room, hothouse, greenhouse, guest house, child's playhouse, summer house, or any other structure, excluding swimming pool installation facilities, of any kind which extends more than three (3) feet above normal surface of the ground and which is located on such building plot.

8. **UTILITY LINES, AND RADIO TELEVISION ANTENNAS.** All telephone, electric and other utility lines, including cable TV lines and connections between the main utility lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible. **Electric service shall be provided through underground primary service lines running to transformers. Each lot owner requiring an original or additional electric service shall be responsible to complete at his expense the secondary electric service conductor wires, conductors, and other electric facilities from the applicable transformer to the resident's building on the lot or to any point on the lot and all the same shall be and remain the property of the owner.** The utility company providing utilities for the development shall be responsible for making connections at the transformer. The owner of each lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending for the resident's building or to any other point on the lot to the applicable transformer.
9. **NATIVE GROWTH.** The native growth of such premise shall not be permitted to be destroyed or removed except as approved in writing by the developer hereinafter named. Specifically, no living tree having a diameter greater than eight (8) inches two (2) feet above the ground may be cut on any of said land, except trees as may be necessary for the construction of the residence and within fifty (50) feet thereof and ten (10) feet thereof for driveways, specific fields and any such tree that may be considered a safety hazard.
10. **LANDSCAPE REQUIREMENTS.** garden's to go, of Crossville, TN and it's successor's has been designated as the primary landscape contractor for the development and all new home construction projects in Cumberland Mountain Preserve. Specific foundation landscape plans, within the owner's monetary guidelines will be provided with each home design to maintain continuity and harmony in the development. Professional design standards will be implemented throughout the development to protect the naturalized landscaped areas and minimize excessive run-off.
11. **COMPLETION OF CONSTRUCTION.** When the construction of any building is begun, work thereon shall be carried out diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the developer pursuant to these restrictions and covenants must be completed in accordance with said plans and specifications within twelve (12) months after the start up. Waivers will be granted as the result of strikes, fires, national emergencies, natural calamities, or any other cause beyond the control of the owner. This restriction may be waived by developer, and any waiver of these restrictions shall not constitute a waiver as to other building completions.
12. **OCCUPANCY.** No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, prior to its being fully completed, as herein required. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. No temporary house, temporary dwelling, temporary garage, temporary out building, trailer home, basement, or other temporary structure shall be placed or erected upon any lot unless approved by the developer or his designated agent, successors, and assigns. During construction on any building plot, all vehicles involved in such construction, including those delivering material and supplies, shall enter upon such building plot from access way only, and such vehicles shall not be parked at any time upon any other property other than the building plot on which construction is proceeding. This paragraph shall not prevent the use of temporary construction sheds by the builder during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.
13. **LETTER AND DELIVERY BOXES.** Developer will provide a U.S.P.S. approved central mailbox unit for all homeowner's located outside the main gate.
14. **DRAINAGE.** Drainage ways shall conform to the requirements of all lawful public authorities.

15. **ADVERTISING.** Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any building plot without the express written permission of the developer. The developer may enter upon any building plot and summarily remove and destroy any signs which are placed on said building plot in violation of this paragraph. Nothing contained herein will prohibit the owner of a building plot to place a sign advertising their lot for sale or advertising the lease or rental of said lot or the improvements thereon as long as said advertising is in conformity with the purpose of these restrictions in insuring the development of the said land as a residential area of the highest quality and standards.
16. **ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs and cats may be kept provided they are not kept, bred, or maintained for any commercial purpose and they shall be subject to laws and governing bodies having jurisdiction. If, however, the permitted animals shall, in sole opinion of the developer become dangerous or an annoyance or nuisance in the development or nearby property or destructive of wildlife, they may not thereafter be kept on the building plot. There shall be a limit of three (3) pets per residence. The developer may review these restrictions but any waiver of these restrictions shall not constitute a waiver as to the other lots.
17. **SEWAGE DISPOSAL.** Every property owner shall install a septic tank and drain field as permitted by the State Department of Health. This system shall be installed in a manner as to fully comply with all laws and health regulations of the State of Tennessee Department of Health. No outside toilets shall be permitted in the development.
18. **DIVISION OF LOTS.** No lot shall be re-subdivided except as approved by the developer. No lot shall be used for the purpose of adjoining Cumberland Mountain Preserve with any contiguous parcel of land and in furtherance of this purpose no road shall be built for the purpose of adjoining any other parcel of land outside Cumberland Mountain Preserve.
19. **NUISANCES.** No lot shall be used in whole or in part for the storage of any property or rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any thing or material be kept upon any lot that will emit foul or noxious odors, or that will cause any noise and light that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property.
20. **SET BACK LINES.** No building, structure, out building, or appurtenance of any nature shall be located closer than twenty-five (25) feet from any front lot line or other property line. Due to certain lot designs, developer may reduce minimum to ten (10) feet.
21. **FENCES AND WALLS.** No fences or walls shall be erected unless they are black wrought iron or aluminum not to exceed 6' in height and approved by the developer.
22. **MINING AND DRILLING.** No artesian wells may be drilled or maintained on any building plot without first obtaining the consent of the developer. The central water supply system provided for the service of said land shall be used as the sole source of water for all water spigots, and outlets within all buildings and improvements located on each building plot, and each property owner at his expense shall connect his waterlines to the water distribution main provided to serve that owner's plot and shall pay connection and water charges established or approved by the utility district of their successor that provides service for said lot. After such connection each property owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof. No individual water supply system or well shall be permitted, except for landscape and lawn irrigation systems on any building plot for air-conditioning, swimming pool, or other exterior use. No derrick or other structure, designed for use in drilling for oil or natural gas shall be erected, placed or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted there from.
23. **MAINTENANCE OF LOTS.** The owner of each building plot, whether such plot be improved or unimproved, shall keep each plot free of tall grass exceeding 12" in height, undergrowth, dead trees, dangerous dead limbs, weeds, trash and rubbish, and shall keep such plot at all times neat and in attractive condition. In the event the owner of any building plot

fails to comply with the preceding sentence of Paragraph 23, the developer shall have the right, but no obligation, to go upon such building plot to cut and remove tall grass, undergrowth and weeds and to remove rubbish and any unsightly undesirable objects, there from, and to do any other things and perform and furnish any labor necessary to maintain the property in a neat and attractive condition, all at the expense of the owner of such building plot, which expense shall be payable by such owner to the developer on demand.

24. **REMEDIES.** Whenever there shall have been built or there shall exist on any building plot and structure, building, thing or condition which is in violation of these covenanted restrictions, the developer shall have the right, but no obligation to enter upon the property where such violation exists and remove the same, all at the expense of the owner of such property, which expense shall be made payable by such owner to the developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make the developer liable in any way for damages on account thereof.
25. **DEVELOPER.** The developer / owner is David J. Wilson and his successor's. The developer shall have the right to grant and convey all their rights to enforce these covenants, conditions, reservations, and restrictions to the Cumberland Mountain Preserve Homeowner's Association or any part at such time in the developer's sole judgment that the homeowner's association or any other party is ready to undertake the obligation of enforcing them. Upon such conveyance and grant the CMP Homeowner's Association shall have all rights and duties to enforce the stated covenants, conditions, reservations and restrictions.
26. **TERM.** All of the foregoing covenants, conditions, reservations, and restrictions shall be subject to the provisions hereof and unless released as here in provided, shall remain in full force and effect at all times against the owner of any lot, regardless of how the title was acquired, until the commencement of the calendar year 2025, on which date these covenants, conditions, reservations and restrictions shall terminate and end, unless on or before the end date, the owners of a majority of the lots in the development shall extend and record with written instrument duly recorded in the Register's Office for Cumberland County, Tennessee. Although, these covenants, conditions, reservations, or restrictions committed or suffered prior to such expiration shall be absolute.
27. **ATTORNEY FEES.** Provided, that should the developer or any other reversionary owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, or re-entry, by reason of such breach, all costs incurred in such enforcement, including a reasonable attorney fee for counsel, shall be paid by the owner of such lot or lots and the developer or any other reversionary owner shall have a lien upon such lot or lots to secure payment of all such accounts. The remedies contained in Paragraph 23 shall be construed as cumulative of all other remedies now or hereinafter provided by law.
28. **WAIVER OF BREACH.** The failure of the developer to enforce any covenants, conditions, reservations or restriction or any obligation, or right, power, privilege, authority or reservation herein contained however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto.
29. **MORTGAGE INTEREST.** The breach of any of the foregoing covenants, conditions, reservations or restrictions, or to re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises, but these covenants, conditions, reservation, and restrictions, shall be binding upon and effective against any such mortgages or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure trustee's sale, or otherwise.
30. **ASSIGNMENT OR TRANSFER.** Any or all of the rights and powers, titles, easements, and estates reserved or given to the developer in this instrument may be assigned to any one or more corporations or obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate written instrument in which the assigns or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assigns or transferee shall thereupon have the same rights and powers and be subject

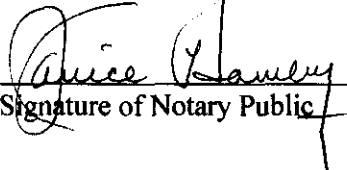
to the same obligations and duties as are herein given to and assumed by the developer. And the developer shall thereupon be released there from. Said Assignment or transfer shall be made of record in the Register of Deeds Office for Cumberland County, Tennessee.

31. **TRANSFER TO OWNERS.** When seventy-five percent (75%) of the total lots in all phases have been sold, all authority vested in the Developer hereunder shall automatically vest in the owners of the lots in the subdivision. After such transfer of authority, the majority vote of the lot owners (one vote per lot) shall control as to all discretionary matters herein vested in the Developer; provided, however, that no restriction herein may be waived except with the written approval of sixty-seven percent (67%) of all lot owner (one vote per lot) in the subdivision. Until such transfer of authority to the lot owners, the Developer, shall have full authority to waive or amend the restrictions contained herein.
32. **HOMEOWNER'S ASSOCIATION MEMBERSHIP.** All property owners of Cumberland Mountain Preserve will automatically become members of the homeowner's association at closing and will abide by the association's by-laws, including any fees as determined by the association for upkeep and maintenance of the common areas, including roads. Homeowner dues are pro-rated and payable at closing. Annual dues are billed and payable at each calendar year.



David J. Wilson, Developer

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this 6th day of November, 2009.



Signature of Notary Public

July 8, 2013

Date Commission Expires

BK/PG: 1329/1155-1160
09014673

6 PGS : AL - RESTRICTIONS	
ADRIA BATCH: 32955	
11/06/2009 - 11:15:32 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, CUMBERLAND COUNTY
JUDY GRAHAM SWALLOWS
REGISTER OF DEEDS

