

**RESTRICTIVE COVENANTS
FOR CUMBY PLACE**

Rev. 4

McClain and Associates Partnership (herein after called the developer), owners in fee simple of the property, known as Cumby Place, a subdivision, a plat of which is recorded in the Register's Office of Putnam County, Tennessee in Plat Cabinet E, Page 187A; hereby make the following declarations as to limitations, restrictions, and uses to which the lots and/or tracts, in the subdivision, may be put, and hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law and shall be binding on themselves and all purchasers of lots and all persons claiming under them, and for the benefit of and limitations upon all future owners of said land. This declaration of restrictions being designed for the purpose of keeping said land desirable, uniform and suitable in architectural design and use as hereby specified.

1. No lot shall be used except for residential or agriculture purposes, but this shall not exclude the temporary use of a house for a showcase model or temporary real estate sales office under the auspices of the developer. Temporary use shall mean a time not to exceed 12 months.

2. Only one house is to be constructed on any original lot in said subdivision. In addition, there may be constructed on each lot, one outside storage building which shall be constructed in harmony with the residence built on said lot, as set forth in paragraph 24 of this document. Said storage building shall in no event be in front of the building line established for residences, as set out in the recorded plat of Cumby Place.

3. No residential structure on any lot shall be designed; constructed or used for more than one family.

4. No building or structure of any kind shall be constructed or maintained on any lot which extends over the set-back lines as shown on the recorded plat; provided, however, bay windows, eaves, steps, open porches, or terraces, shall be permitted to extend over the set-back lines, so long as the remaining portion of the building or structure does not violate the set-back lines. The set-back lines are: front - 40 ft., side - 10 ft. The developer reserves the right to amend or alter the set-back lines, with the approval of the appropriate planning commission office or other applicable governing authority.

5. A perpetual easement is reserved where shown on the recorded plan, for the construction and maintenance of utilities, such as electricity, gas, water, cable and phone lines, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement. If necessary, each individual property owner shall have the responsibility of developing and

maintaining a soil erosion and sediment control plan that complies with the Tennessee Department of Environment and Conservation.

6. The following type of homes shall not be permitted to be placed or erected on any lot within this subdivision: mobile, manufactured, modular and/or pre-built homes. All homes shall be constructed on site. No home shall be transported on site and no older home may be moved or located on any lot.

7. One story residences shall contain no less than **1500** square feet of area. Two-story and split-level residences shall contain no less than **1800** square feet of area. The foregoing minimum square footage requirements are exclusive of garages, basements, porches, terraces, carports, and similar appurtenances. All residences must have an attached two car (or more) garage in addition to the minimum square footage requirements set out above. However, a two car basement garage or a two car detached garage may be utilized in lieu of an attached two car garage, but in that event, the minimum square footage requirements referred to above shall be increased to **1700** square feet for one-story residences, and **2000** square feet for two-story or split level residences.

8. All exterior materials must be approved by the Southern Building Code. The exterior front surface of all residences shall be either brick, stone, or concrete shingle.

9. All driveways shall be paved and finished upon the completion of the residency.

10. No outside A/C or Heat pump shall be visible from the front of the house. It can be shielded by evergreen plantings, fence, wall or other decorative structure that hides the view of the equipment. Each house shall provide landscaping that covers a minimum of 10% of the lot size less the house structure area. Landscaping shall be complete within 6 months of the completion of the residence.

11. The main roof of all houses shall have a minimum roof pitch of 6/12.

12. Each house shall provide a masonry mailbox that matches the front exterior of the house.

13 All construction work must be prosecuted with all due diligence and no incomplete structures shall be permitted to exist, nor shall be maintained, upon said land for a period longer than ninety (90) days after the cessation of actual construction work thereon.

14. No concrete block, used in the foundation or elsewhere in the construction of any building erected on any lot in Cumby Place shall be permitted to be visible above the ground level.

15. All houses, outbuildings, and fences must be maintained in a good state of repair and any necessary maintenance shall be conducted within a reasonable time after the need for such maintenance or repair arises, but in all circumstances, repairs shall be made within 6 months.

16. It shall not be permissible to erect a temporary building on said property. This restriction does not prohibit a temporary tool shed for use by a contractor or workmen during the construction of a house on said property, provided, however, that the said tool shed or construction shack shall be moved within thirty (30) days after the completion of the main residence.

17. No noxious or offensive operations shall be conducted or maintained on any lot and/or tract of land which may constitute a nuisance or unreasonable annoyance to the neighborhood.

18. No poultry, swine, livestock, or other animals shall be allowed on any lot at any time; provided however, this shall not preclude the keeping of riding horses, dogs, cats, or other household pets, as such, however, the keeping or raising of dogs, cats, or other animals for commercial purposes shall be prohibited.

19. No one will be permitted to have a junk car or trash, garbage, or scrap accumulation on said lots. Any car unlicensed in the current year or remains inoperable for a period of 6 months, will be considered a junk car. No vehicle or other form of conveyance may be maintained upon any property that is not operable unless it is in a garage and not visible from the street.

20. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, except for signs used by builders or the developer to advertise the property during the construction and sales period.

21. Vegetable gardens may be grown to the rear of the main structure as long as they do not block or obstruct the view of any dwelling house in said subdivision as viewed from the street on which such dwelling house faces.

22. No vehicles of over one ton capacity may be parked, stored or kept on property or streets of Cumby Place, except for delivery purposes only.

23. All wiring, electrical, telephone, and television cable and utilities of every kind, on the said above described property shall be underground. The developer, at his sole discretion, reserves the right to waive this restriction on

any lot in Cumby Place when it would be impractical to require such underground utilities, because of rock or topography. The developer further reserves the right to waive this restriction on future phases of said subdivision. A waiver by the developer on one such lot shall not waive this restriction as to any other lot.

24. Plans for storage buildings to be constructed on any lot shall be submitted to the developer for approval prior to construction of same. No used materials shall be used in the construction of any buildings. All storage buildings shall be either vinyl sided or painted or stained and said paint or stain shall at all times be maintained by the owner of same, in a state of good repair. Any metal used on any storage building must have a baked-on finish. The use of galvanized metal on any building walls or roofs shall be prohibited. Any storage building shall be constructed to the rear of the residence and shall be at least ten feet from any adjoining property lines.

25. No fence of any kind and no wall (except retaining walls) shall extend forward of the front line of the residence. Plans and materials to be used for any fences to be constructed on any lot shall be submitted to and approved by the developer prior to construction. All fence posts must be painted or stained and any wooden post used must have a uniform surface, with the exception of split rail fences. The paint or stain on any posts shall at all times be maintained by the owner in a state of good repair. No posts shall be used that are rough or uneven such as locust posts. No used wire or used materials of any type shall be used.

26. No satellite dishes larger than eighteen (18") inches in diameter will be installed on the subject property. Only one such satellite dish shall be permitted on each house.

27. In the event the plans call for garage doors facing the street, though it is discouraged, the door and/or doors shall be designed to coincide with architectural décor of the structure. An electrical garage-door opening mechanism shall be used, and the door and/or doors shall be kept closed at all times except when leaving or entering.

28. All vacant lots shall be mowed by owners at least once per month beginning in April through September and other months as needed to keep a neat appearance. In the event the lot owner does not so maintain his lot(s), it may be done by the developer and billed to the lot owner, and unpaid sums shall be a lien on said lot(s).

29. Violation, or threatened violation, of any of the aforesaid restrictions shall subject the violator-lot owner to specific performance and/or mandatory injunctive relief in law or in equity. The alleged violating lot owner shall respond in damages for loss of time and trouble encountered, and all

attorneys' fees reasonably incurred in enforcing these restrictions. They shall be deemed covenants running with the land. It is further agreed by the purchaser of lots so that these restrictions are a substantial portion of the consideration exchanged in said conveyance, without which conveyance would not have been made.

30. The acceptance of a deed to any lot in Cumby Place automatically entitles and obligates the Grantee(s) to membership in the Cumby Place Homeowner's Association (CPHA). Membership assessments of \$25 per year or in any amount as may later be determined by CPHA shall be assessed the owners of each lot to maintain the landscaping and decorative structures erected at the entrance to Cumby Place. Said assessment shall be paid in conformity with such rules and regulations as may be promulgated by CPHA which shall be governed by a board of directors selected from the membership. When the developer has sold all of the lots available, the responsibility for enforcing these Restrictive Covenants and maintaining the common area shall be transferred to CPHA.

31. The developer, in his sole discretion, retains the right to use any lot owned by him as a street to connect to any adjoining property that may be developed and to re-subdivide any lot as long as the newly created lots meet Putnam County subdivision regulations.

In the event any one or more of the foregoing restrictions are declared to be null and void, or unconstitutional by any court of competent jurisdiction, in the suit involving said property, or said restriction, all other restrictions shall be and remain in full force and effect.

WITNESS MY HAND on this the 21st day of March, 2011.

McClain and Associates Partnership



Sue Neal 3/23/11
Sue Neal

Jack Poundstone 3/23/11
Jack Poundstone

State of Tennessee
Putnam County

MY Comm expires 5-22-12
Personally appeared before me
this 23rd day of March 2011.

Carolyn G. Mesler
Notary

Harold Burris, Register
Putnam County
Rec #: 95978 Instrument #: 127466
Rec'd: 25.00 Recorded
State: 0.00 3/28/2011 at 11:34 AM
Clerk: 0.00 in Record Book
other: 2.00 631
Total: 27.00 Pgs 658-662