

RESTRICTIVE COVENANTS FOR CUMBY PLACE

McClain and Associates Partnership (herein after called the Developer), owner 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 of the subdivision, may be put, and hereby specifying that said Declaration 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.

To facilitate the sequenced marketing of lots and surfacing of the roads, the Subdivision has been divided into two phases. Phase 1 is defined as the following lot numbers as shown on the Subdivision Plat: 1,2,3,4,,23,24,25,26,27,28,29. Phase 2 is defined as all of the lots that are not contained in Phase 1. The covenants listed below shall apply to all lots in both Phase 1 and Phase 2. Note the Phase 1 Phase 2 dwelling size variation as indicated in paragraph 2.

1. **Land-Use.** All lots shall be used for single family, residential or agriculture purposes only. Each lot shall contain no more than one (1) residential dwelling. No business of any nature shall be conducted on any lot. No portion of any lot or any structure on any lot shall be used for commercial purposes. However, 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. **Dwelling Size.** The minimum living area of any single story residence shall be one thousand, five hundred (1500) square feet for Phase 1 lots and one thousand, six hundred (1600) square feet for Phase 2 lots. The minimum living area of any two stories or split level residence shall be one thousand, eight hundred (1800) square feet for Phase 1 lots, and one thousand, nine hundred (1900) square feet for Phase 2 lots. Each residence must have a two car garage either detached or attached or in the basement. All measurements shall be as measured from exterior walls. **Living area is hereby defined as heated space, but shall not, in any case, include garages, porches and basements even if they are heated.**

3. **Exterior Quality.** All exterior materials must be approved for use by the Southern Building Code. All residential dwellings shall have a continuous foundation and all concrete (block or poured) visible in the foundation, or exterior walls, or any other building, retaining wall or structures shall be faced with brick or stone. The roof pitch on the major portion of any structure must be a minimum of 7/12 pitch. **Any metal roof must be approved by the Developer.**

4. **Driveway and Parking Areas.** All driveways and parking areas on each lot shall be paved with asphalt, concrete, or aggregate within ninety (90) days of the residence first being occupied.

5. **Building Locations.** 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 and steps, shall be permitted to extend over set-back lines, so long as the remaining portion of the building or structure does not violate the set-back lines. Set-back lines from the property lines are as shown on the plat and are: 40 ft. front, 10 ft. sides and back. The developer expressly reserves the right to amend or alter the set-back lines, with the approval of the appropriate planning authority.

6. **Diligence in Completing Construction.** Upon 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 ninety (90) days. In any event, construction must be completed within in twelve (12) months of its commencement.

7. **Dwellings, Temporary Structures, Garages, and Outbuilding, Etc.** No trailer, mobile home (including double wide mobile homes), modular home, old house, house constructed off premises, tent, shack, etc...shall be erected on or moved on to any lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwelling shall be moved on to any lot. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy. No residence shall be built on any lot unless it conforms to and is in harmony with the existing structures in the Subdivision. Notwithstanding the foregoing, temporary buildings may be used by the developer as temporary sales or construction offices.

8. **Commercial Vehicles and Recreation Vehicles.** No commercial vehicles, horse trailers, off road vehicles, nor large trucks exceeding one ton, shall be permitted to be stored or parked on any lot (other than within the garage) or on any street within the subdivision, except trucks currently engaged in on-going construction of dwellings or infrastructure in the Subdivision.

9. **Detached Buildings.** Only one outside detached building can be placed on or erected on any lot and shall not exceed twenty four (24) feet by twenty eight (28) feet as measured by the external walls and shall not exceed eighteen (18) feet in height. Any such detached building must meet the same restrictions as to materials and construction as the dwelling house on the lot, and must be behind the rear of the house and no closer than 10 feet to the property lines. No concrete blocks or piers shall be visible in the foundation.

10. **Swimming Pools.** No above ground pools shall be permitted.

11. **Vegetable Gardens.** Vegetable gardens may be grown to the rear of the dwelling. The garden shall not obstruct the view of any dwelling, as viewed from the street.

12. **Antenna, Satellite Dishes, and Other Electronic Devices.** No antenna greater than ten (10) feet in height (as measured from the ground) and no satellite dish greater than twenty four (24) inches in diameter, or other electronic devise of similar nature, shall be placed on the dwelling or any building, or on the lot. No portion of a satellite dish mounted on the roof of any building may extend more than Three (3) feet above the height of the roof at the place where the satellite dish is connected.

13. **Underground Utilities, Wiring, Pipes and Etc.** All wiring, pipes and similar lines that are to be run from the street to any particular lot for water, sewer, telephone , cable TV, electricity, gas or any other utility services shall be underground. The developer, at his sole discretion, reserves the right to waive this restriction when it would be impractical to require such underground utilities. A waiver by the developer on one lot does not waiver this restriction as to any other lot,

14. **Fences.** No fences shall be permitted in any front yard of any residence and fences between lots and around swimming pools shall coincide with the architectural décor of the structure.

15. **Nuisances.** No noxious, offensive or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the

neighborhood. There shall be no exterior storage of any junk vehicles, junk or scrap accumulation. **Any vehicle unlicensed in the current year will be deemed a junk car.**

16. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) feet square advertising the property for sale of rent.

17. **Livestock and Poultry** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept in reasonable numbers for the pleasure of the occupants, provided they are not kept, bred or maintained for any commercial purpose.

18. **Culverts for Driveways.** All culverts for driveways must be approved by the Putnam County Highway Department.

19. **Easements.** Each of the lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities as may be reserved or shown on the recorded Plat of the Subdivision, or in subsequent recorded re-subdivisions thereof. The granting of the easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; provided, however, that no structures of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. A right of pedestrian access by way of driveway or open lawn area shall also be granted on each lot, to the extent that such may be reasonably necessary, from lot line to the rear lot line to any utility company having an installation or repair in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements, for which a public authority or public utility company is responsible. **The owner of any lot burdened by a drainage easement shall be required to keep the easement open and clear for the flow of water and shall not dam or permit the easement to become clogged so as to prevent the free flow of water over and through said drainage easement.**

20. **Common Area Maintenance.** Initially, the developer shall maintain the Common Area (landscaping and decorative structures erected at the entrance of Cumby Place) 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) which shall be governed by a set of officers selected from the membership. When the developer has sold all of the lots available, the full responsibility for enforcing the Restrictive Covenants and maintaining the Common Area shall be transferred to the CPHA.

21. **Enforcement** The developer, the CPHA or any lot owner may enforce the covenants and restrictions contained herein by bringing an action or actions of law or in equity against any person, persons, or entity violating or attempting to violate any such covenant or restriction. These restrictions shall be deemed covenants running with the land. It is further agreed by any purchaser of lot (a) so restricted, that by his/her acceptance of the deed thus restricted, that these restrictions are a substantial portion of the consideration, exchanges and conveyance, without which the conveyance would not have been made.

22. **Severability.** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment 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 the Declaration are declared to be severable.

23. **Amendments.** Anything containing herein, to the contrary notwithstanding, the Developer reserve the right for the Developer, its successors and assigns, at their sole discretion, to modify,

release or amend all covenants and restrictions containing herein, including without limitation the right to use a lot owned by the Developer as a street to connect to adjoining property, and also to re-subdivide a lot or tract as long as the newly created lots meet applicable Subdivision Regulations, until such time as Developer has sold all of the lots; and thereafter this Declaration may be modified and amended by the vote of at least seventy five (75) percent of the owners of all lots then subject to this Declaration, each such lot to carry one vote. Any such modification must be in writing and filed for record in the Register's Office in Putnam County, Tennessee.

WITNESS THEIR HAND on this the 21st day of ~~June~~ ^{December}, 2012

McClain and Associates Partnership

BY: Sue Neal
Sue Neal, Partner

BY: Jack Poundstone
Jack Poundstone, Partner

STATE OF TENNESSEE

COUNTY OF PUTNAM

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, Sue Neal and Jack Poundstone, the within named bargainers, with whom I am personally acquainted, and who, upon oath, acknowledge that they executed the within document for the purposes therein contained.

WITNESS MY HAND and official seal at office, this 21 day of ~~June~~ ^{December}, 2012

Cheryl L. Gantt
NOTARY PUBLIC

Commission Expires: 3-24-15



Harold Burris, Register
Putnam County
Rec #: 112025 Instrument #: 148126
Rec'd: 20.00 Recorded
State: 0.00 12/21/2012 at 3:30 PM
Clerk: 0.00 in Record Book
Other: 2.00 733
Total: 22.00 Pgs 702-705