



PREPARED BY:
 LAWRENCE F. COUNTS
 ATTORNEY-AT-LAW
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RESTRICTIONS AND RESERVATIONS
 FOR
CHAROLAIS HILLS SUBDIVISION, PHASE II

ROLL/IMG: 1093/2724-2729	
22005150	
6 PGS:AL-RESTRICTIONS	
MITZI BATCH: 286036	03/16/2022 - 11:12 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00
STATE OF TENNESSEE, WASHINGTON COUNTY	
TERESA H. BOWMAN	
REGISTER OF DEEDS	

DECLARATION OF RESTRICTIONS FOR CHAROLAIS HILLS SUBDIVISION, PHASE II, a subdivision in the 14th Civil District for Washington County, Tennessee, as shown by plat recorded in Plat Book ^{22 And 506} ~~22~~ Page ~~503~~, in the Office of the Register of Deeds for Washington County, Tennessee.

ROBERT JASON DAY, LAWRENCE F. COUNTS, and JOSEPH M. WILSON, the undersigned owners of all the land embraced in CHAROLAIS HILLS SUBDIVISION, PHASE II, (hereafter sometimes referred to as "subdivision"), do hereby declare that the reservations, easements and restrictions hereinafter set out shall be, and the same are, made applicable to said property, to-wit:

RESERVATIONS AND EASEMENTS

- I. Easement for installation and maintenance of all necessary or proper public utilities and drainage facilities are reserved.
2. Easement for natural drainage is reserved as natural drainage courses now exist, and no subsequent purchaser or owner shall obstruct any drainage course. The Homeowner's Association shall be responsible for all retention basins in the subdivision and they shall be deemed to be common area.
3. No tract of land laid out as a lot in CHAROLAIS HILLS SUBDIVISION, shall ever be used as a street, unless approved by the Developers.
4. Lot owners will need to contact the Tennessee Department of Environment and Conservation Division of Water Pollution Control before any construction begins and comply with their Notice of Intent (NOI) for Storm Water Discharge.
5. A permit for the installation of the sub-surface sewage disposal system must be obtained from the Tennessee Department of Environment and Conservations Division of Groundwater Protection before any construction begins on each lot. Lots 1, 23, 24, 37, 38, 39, 40, & 41 which all have frontage on Dean Archer Road will require each lot owner to install a 30" drainage tile under each driveway, have adequate suitable soil to install and duplicate 3 (three) bedroom conventional sub-surface sewage disposal system. The CHAROLAIS HILLS SUBDIVISION has specific areas designated for the SSD System. House location, Storm Water Pollution Prevention Plans, construction of dwellings with large floor plans, odd shaped configurations, excavated basements, as well as topography of property may result in reduction of bedrooms and/or SSD system requiring to be pumped. Prior to construction the property owner needs to contact this office in order to insure property house site location and approval by Developers.
6. There shall be a 50-foot setback between all wells and SSD systems.

GENERAL RESTRICTIONS

1. Use.

The lots within the Subdivision (hereinafter the "Lots") are for, and shall be limited to use as, single-family residential purposes only. There shall not exist on any lot at any time more than one residence. No trailer, tent, shack, barn, or temporary building, outbuilding, or guest house shall be erected on any of the lots in the subdivision without approval in writing from the undersigned or their designee. No garage shall be constructed except as an integral part of the residence it is intended to serve. Garages shall only be for the use of the occupants of the residence which they are appurtenant, may be attached or detached from the residence, and must be constructed in design and materials in a manner identical with the residence and must be approved by Developers.

2. Structures — Materials.

Residences must be stick built on site and shall be constructed of high quality materials suited for and intended by their manufacturer to be used for the purposes for which they are incorporated into the residence. Exteriors of any structure, including residences, garages, and boundary and concealment walls, may be constructed of concrete blocks, cinder blocks, or materials of similar appearance, but these shall not be exposed. Vinyl shake siding is permitted. Regular vinyl lap siding is not permitted.

3. Structures — Size and Shape.

One-story residences shall not have less than 1,600 square feet of floor area devoted to living purposes, exclusive of open porches and garages. Two-story residences shall not have less than 2,000 square feet with 1,400 or more on the first floor, exclusive of open porches and garage. Front porches shall all be concrete.

4. Approval of Plans.

(a) For the purpose of further ensuring the development of CHAROLAIS HILLS SUBDIVISION, as an area of high standards, the undersigned or their designees hereby reserve the right and power to approve all plans which are to be submitted for approval for all buildings, structures, and other improvements and landscaping placed on each lot. Approval shall not be unreasonably withheld by Developer and Developer shall have the right to make such exceptions to these restrictions as they shall deem necessary and proper. Developer, or their successors and assigns, shall have the right to limit the number of repetitive house plans for lots in this subdivision.

(b) Whether or not provision therefore is specifically stated in any conveyance of a lot made by the undersigned or his successors or assigns, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefore and plat plan have

been approved in writing by the undersigned or their successors and assigns. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plat plan so approved. Refusal of approval of plans and specifications may be based on any reasonable ground, including purely aesthetic grounds which, in the sole discretion of the undersigned or their designee, shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If the undersigned or their designee shall fail to approve or disapprove the plans and specifications within thirty (30) days after written request therefore, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the Covenants herein contained.

5. Designee.

The undersigned may appoint one or more persons as their designee for purposes of passing on matters for which the undersigned are entitled to approve or disapprove as herein provided. After ALL of the lots have been conveyed, all privileges, powers, rights and authority to approve or disapprove as provided in this restriction may be exercised by and vested in a committee to be selected by the Homeowner's Association.

6. Subdivision and Addition of Lots.

Each lot, as shown on the recorded plat hereinbefore referred to, constitutes a building site and no lot shall be divided into two building sites. Further, no building site shall be less in area than the area of the smallest lot shown on the recorded plat hereinbefore referred to. A single lot, together with contiguous portion or portions of one or more lots in the same block may be used for one building site. No lot shall be subdivided except with the approval of the undersigned or their designee.

7. Setback Lines.

Setback lines shall be the same as those established by the county zoning regulations for rear setbacks and 12 feet for side yards or as required by applicable governmental regulation.

8. Fences, Walls, Outbuildings, Tanks, Garbage Cans, and other Structures.

(a) No improvements or structure whatever, other than a single-family residence and appurtenant garage constructed in accordance with these restrictions, may be erected, placed or maintained on any building site.

(b) Any and all tanks for use in connection with any residence constructed in CHAROLAIS HILLS SUBDIVISION, including tanks for the storage of fuels, must be screened sufficiently to conceal them from the view of neighboring lots, roads or streets. All garbage cans, equipment, coolers, and storage piles must be walled-in in accordance with this paragraph sufficiently to conceal them from the view of neighboring lots, roads, or streets.

(c) Antennas for the transmission or reception of broadcast or satellite transmission signals, including satellite dish antennas, Citizen Band, and Amateur Radio antennas, and television broadcast antennas shall not be on the front of the house or in front of the house, and shall be landscaped sufficiently to conceal them from the view of neighboring lots, roads or streets.

(d) Boundary walls and concealment walls shall be constructed of materials identical to or complimentary to the materials on the exterior of the residence. Materials for wall construction are restricted in accordance with Paragraph 2 above. No boundary wall shall be constructed with a height of more than six feet and no boundary line hedge or shrubbery shall be permitted with a height of more than four feet.

(e) No wall of any height or for any purpose shall be constructed on any lot until after the height, type, design, and approximate location therefore shall have been approved in writing by the undersigned or their designee. The heights or evaluations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any questions as to such heights may be completely determined by the undersigned or their designees.

(f) No fence shall be constructed on any lots unless and until the plans and materials have been approved by the undersigned or his designee in writing. Fences must be complimentary to the design and materials used in constructing the residence. No chain link fences shall be allowed whatsoever.

9. Native Growth, Vegetation, and Landscaping.

The native growth present on the lots shall not be permitted to be destroyed or removed except as approved in writing by the undersigned or their designee. Grass, and shrubbery on each lot, shall be removed and trimmed at regular intervals to maintain a neat and attractive appearance. Trees, shrubs, vines, and all other vegetation which die shall be promptly removed. If any lot owner shall fail to perform his or her obligations hereunder, the undersigned or their designee may cause the work to be performed and the lot owner shall be obligated for such cost. In the event native growth is removed or injured in violation hereof, the owner shall replace the same.

10. Signs.

No billboards or advertising signs, or other advertising devices shall be erected, placed, permitted or maintained on any lot or improvement thereon, except as herein expressly permitted. Three (3) signs of not more than six (6) square feet advertising the property for sale or rent, or signs customarily used by a builder to advertise the property during the construction and sales period, may be displayed for a reasonable length of time.

11. Nuisances.

Except as provided in Paragraph 12 below, no cattle, swine, goats, poultry or fowl shall be kept on any lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, concealment walls, or screening approved by the undersigned or his designee. In the event that any owner of any property in the Subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the developer or his designee may enter onto the property which entry shall not be deemed a trespass and have the necessary work performed to cure the nuisance. The work performed shall be done at the expense of the lot owner and shall create a lien against the subject property in favor of the developer or his designee and payment shall be due within thirty (30) days after the owner is billed therefore. No trash, ashes, or other refuse may be thrown or dumped on any lot (whether vacant or not), street or right-of-way in the subdivision. No thing, substance, material or activity that will emit foul or obnoxious odors, shall be allowed or kept upon any lot. Nor shall anything, substance, material or activity be allowed or kept upon any lot that will cause any noise

that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Specifically prohibited, but without limitation thereto, is the keeping of any motor vehicle, including cars, trucks and motorcycles, designed, intended or actually used for off-road purposes of track racing, dirt bike racing, motor-cross racing, or the like. This prohibition is specifically intended to prohibit dirt-bikes, race cars, and trucks and loud motorcycles. Campers, recreational vehicles, boats, and their trailers shall be allowed to be placed or parked on the property. This prohibition is not intended to prohibit factory standard on- and off-road four-wheel drive recreational vehicles.

12. Pets.

Dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. In no event shall the number of household pets exceed three (3) of any species or four (4) all together. Pets shall not be allowed to roam free but shall be contained either inside the residence or in an outside enclosure approved by the undersigned or their designee. In no event shall pets be maintained in a garage unless approved by the undersigned or their designee, which approval may be revoked without notice.

13. Remedies for Violations-Invalidations.

For a violation or breach of any of these Reservations and Restrictions by any person claiming by, through, or under the undersigned or their designee, or by virtue, of any judicial proceedings, the undersigned or their designee, and the lot owners, or any of them individually or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent by injunction the violation or breach of any of them. In addition to the foregoing right, the undersigned or his designee shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these Reservations and Restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed as trespass. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their enforcement. The invalidation of any one or more of the Reservations and Restrictions by any Court of competent jurisdiction in no wise shall affect any of the other Reservations and Restrictions but they shall remain in full force and effect. In the event that the undersigned or their designee incurs any expense in the prevention, abatement, or removal of any violation of these Reservations and Restrictions, and/or incurs any expense in connection with enforcement, at law or in equity of compliance with these Reservations and Restrictions, such expense, including reasonable attorney's fees, shall be a lien in favor of the undersigned or their designee upon the subdivision lot containing the violation or breach.

14. Homeowner's Association.

For the purpose of further ensuring future development of CHAROLAIS HILLS SUBDIVISION and maintaining the neighborhood's high standards, a Homeowner's Association is hereby created. Its purpose shall be to maintain common areas and roads (other than roads maintained by the applicable governmental authority). Every owner, in accepting a deed or contract for any lot in CHAROLAIS HILLS SUBDIVISION, agrees to and shall be a member of and be subject to these restrictive covenants and obligations, including the obligation to pay dues, and to abide by the decisions of Charolais Hills Homeowners Association and the By-Laws of Charolais Hills Homeowners Association.

The undersigned may elect to convey all authority for the enforcement of the restrictive covenants to the Homeowner's Association prior to One Hundred percent (100%) of the lots having been sold, but shall not be required to. Upon the initial closing of each lot, there shall be paid a \$200.00 Homeowner's Association initial capitalization fee. Each time a lot changes hands, there is a one-time charge of \$200.00 which will automatically go into the HOA above and beyond the regular HOA annual dues. The Homeowner's Association shall be responsible for the upkeep and maintenance of all catch basins and for all common areas of the subdivision.

15. Effective Dates.

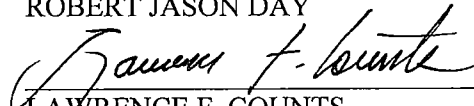
These restrictions shall be effective upon their filing in the Register's Office for Washington County, Tennessee and they shall automatically be extended thereafter unless a majority of the owners of the lots in CHAROLAIS HILLS SUBDIVISION, after a one year notice to all property owners therein, shall vote to release any or all of the lots hereby restricted from any one or more of said restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the Office of the Register of Deeds for Washington County, Tennessee.

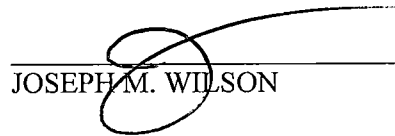
16. Modification by Developer.

The undersigned shall have the right to modify the above restrictions to the extent necessary during development of the subdivision; such modification shall be recorded.

IN WITNESS whereof, the undersigned have executed this instrument on this the 15th day of March, 2022.


ROBERT JASON DAY

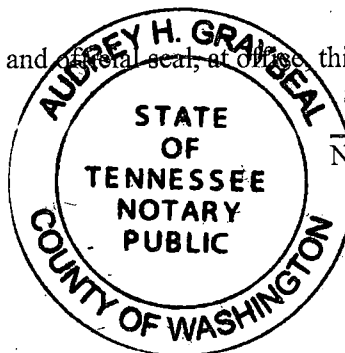

LAWRENCE F. COUNTS

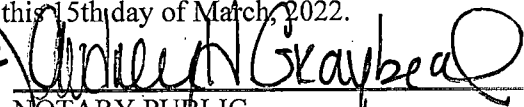

JOSEPH M. WILSON

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid State and County, ROBERT JASON DAY, LAWRENCE F. COUNTS, and JOSEPH M. WILSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, at office, this 15th day of March, 2022.




NOTARY PUBLIC

My Commission Expires:
02/04/2023