

PROPOSED

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
RED MOUNTAIN FARM SUBDIVISION**

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RED MOUNTAIN FARM SUBDIVISION
KNOX COUNTY, TENNESSEE**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RED MOUNTAIN FARM SUBDIVISION FOR THE PURPOSE OF SUBDIVISION THEREOF (“Declaration”) is made, imposed and declared as of this _____ day of _____ 2015, by **MASSINGALE REAL ESTATE INVESTMENTS, LLC** (“Owner”).

WITNESSETH:

WHEREAS, the owner of certain property located in Knox County, Tennessee; and

WHEREAS, Owner desires to impose restrictions on said property to govern the use thereof and insure the orderly development and to maintain the value of the same; and

WHEREAS, Owner has caused to be recorded a subdivision plat of RED MOUNTAIN FARM SUBDIVISION recorded as Instrument No. _____ in the Knox County Register's Office, (the "Plat") which shall hereafter be referred to as the "subdivision."

NOW, THEREFORE, in accordance with the foregoing recitals and premises, Owner hereby declares that the real property as hereafter described, shall be owned, held, used, sold, conveyed and occupied subject to the rights, privileges, covenants, conditions, restrictions, and easements set forth in, and other provisions of this Declaration, all of which are declared and agreed to be in furtherance of Owner's common plat and scheme for the Subdivision, and the development, sale and improvement of the real property made subject hereto, and which are for the purpose of protecting the value, desirability and attractiveness of such real property and portions thereof hereafter conveyed to others. The rights, privileges, covenants, conditions, restrictions and easements set forth in, and other provisions of this Declaration shall run with the real property made subject hereto, and be binding upon and inure to the benefit of all parties having any right, title or interest therein, their respective heirs, personal representatives, successors and assigns.

**SECTION 1 - PROPERTY SUBJECT TO THIS
DECLARATION**

Section 1.1 Subject Property. For purposes of this Declaration, the term “Property” shall initially mean and be a reference to all of the property within RED MOUNTAIN FARM SUBDIVISION, which Property is more particularly described as follows:

**(SEE PROPERTY DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF)**

TRACTS 1 – 3 AS RECORDED IN PLAT BOOK _____ ON PAGE _____ IN THE KNOX COUNTY, TN REGISTER OF DEEDS OFFICE.

The Plat for the Subdivision has been recorded as set forth above and is subject hereto. The property evidenced thereby and denominated thereon shall be deemed subject to the rights, privileges, covenants, conditions, restrictions, and easements, hereinafter set forth in. The use of the term "Tract" herein shall mean only those Tracts included within the Property expressly made subject to this Declaration. Each property owner shall own their Tract in fee simple.

Section 1.1 Definitions.

(a) References to "Structure" in this Declaration shall include, without limitation, any building, residence, garage, fence, wall, antennae, microwave and other receivers and/or transmitters (including those currently called "satellite dishes"), deck, swimming pools, barns, out-buildings, tennis courts and basketball courts.

SECTION 2 - USE RESTRICTIONS

Section 2.1 Primary Use Restrictions.

(a) Single-Family Residential Use or Agricultural Purposes.

(i) Except as otherwise expressly provided in this Declaration, no Tract shall be used except for private single-family residential purposes or agricultural purposes. No structure shall be erected, placed or altered or permitted to remain on any Tract except one single-family residence designed for occupancy by one family to include immediate family members (except that any reasonable number of domestic servants living on the premises in accordance with applicable law shall be permitted), and barns or out-buildings for residential or agricultural purposes.

(ii) Each residence on a Tract shall include an attached garage or a detached garage (with garage doors), or carport capable of housing at least two (2) vehicles, for the sole use of the owner and occupants of the Tract.

(iii) For purposes of this Declaration, the following shall specifically not be permitted on any Tract within the Subdivision, regardless of whether any of the same would otherwise be permitted by any applicable zoning regulations or other governmental laws, rules and regulations, any uses which constitute or relate to (1) boarding houses, (2) lodging houses, (3) fraternities or sororities, (4) clubs, (5) hotels, (6) residences or homes for social rehabilitation, (7) nursing homes, (8) residences or homes for the aged or infirm, (9) programs with respect to which admission to residency in or occupancy of the premises is limited to or intended in whole or in part for persons in the custody of the criminal justice system or the juvenile justice system and/or persons engaged in the care, custody, nurturance or supervision of such persons, and (10) any "group home" or other similar use as determined by zoning regulations or other governmental laws, rules, and regulations **(11) no commercial use.**

(b) Lease Restrictions. No Tract may be leased for a term of less than twelve (12) months and said lease must incorporate by reference the provisions of this Declaration.

(c) Subdivision. All Tract owners have the express right, in their sole discretion, to subdivide, re-plat and/or alter the boundary line of any Tract or Tracts they own as long as they adhere to the provisions of this Declaration **and as long as any newly created Tract(s) are not smaller than 2 acres in size.** Any such division, boundary line change, or replatting of any Tracts shall not be in violation of applicable subdivision and zoning regulations and must be approved by local and/or the State of Tennessee Planning Department and by local and/or the State of Tennessee Health Department.

(d) No Time-Shares. No Tract shall be subjected to any time- share program or any similar division of interest or program whereby the right to use of the Tract rotates among members of the program or holders of interests in the Tract on a recurring or reservation basis.

Section 2.2 Nuisances. No noxious, immoral, improper, offensive, or unlawful activity shall be conducted or permitted to exist on any Tract which may be or become an annoyance or nuisance to the remaining Tract owners.

Section 2.3 Use of Other Structures and Vehicles.

(a) Restrictions on Structures. No structure of a temporary character shall be permitted on any Tract, except for temporary tool sheds, field offices by a Builder, which shall be removed by Builder when construction or redevelopment on a Tract is completed. Any such temporary structure shall be removed by a Builder within ten (10) days of completion of work.

(b) No Temporary Residences. No bus, mobile home, trailer, camping unit, camping vehicle, motor home, or other vehicle, or outbuilding, basement, tent, shed, shack, garage or barn, or any structure other than the main residence erected on a Tract, shall at any time be used as a residence, temporarily or permanently, on any Tract within the subdivision.

(c) No mobile homes, manufactured home, basement, tent, shack, garage, camper, RV, barn, or other outbuilding erected on the tract shall at any time be used as a house trailer, residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence.

(d) **No repair or maintenance of vehicles shall be conducted on any Tract, except that routine maintenance may be conducted within the garage of a dwelling as long as it does not create an unreasonable annoyance to the other Tract owners of the Red Mountain Farm Subdivision.**

(e) Parking. **No bus, motor home, recreational vehicle, camper trailer, camping unit, camping vehicle, or boat shall be parked or kept on any Tract at any time unless housed in a closed garage, basement, or buffered with landscaping.**

Section 2.4 Animals. No more than one head of livestock per 2 acres of land may be raised or kept on property within subdivision. It is anticipated that the owners of certain Tracts may desire to keep, breed and maintain livestock and occasionally sell these animals for commercial purposes. Specifically excluded from this is the breeding of swine for commercial purposes.

Section 2.5 Swimming Pools; Antennae and Receivers/Transmitters; Clothes Lines

(a) Swimming Pools. No above ground swimming pools shall be erected or placed on any Tract, although hot tubs and spas shall be permitted. In-ground swimming pools are allowed but must be enclosed by a fence.

(b) Antennae. No antennae or microwave or other receivers and/or transmitters shall be erected or placed on any residence or any Tract (except for small television antennas or receivers which are concealed and contained wholly within the interior of a residence and which are not viewable outside of such residence through any window or otherwise from any vantage point or elevation). Small satellite dishes, not exceeding twenty four inches in diameter, shall be permitted, to be placed outside the residence.

(c) Clothes Lines. **No outside clothes lines shall be erected or placed on any Tract.**

Section 2.6 Duty to Maintain Tract. Each Tract owner shall perform all normal maintenance on the Tract including, without limitation, mowing (at least 4 times per year).

(a) **At no time shall a Tract be allowed to go to waste or waste away by being neglected or having refuse or trash thrown, dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any Tract for more than a reasonable time for the construction in which they are to be used to be completed. Any person doing so shall be subject to notification by any of the other Tract owners of Red Mountain Farm Subdivision to correct said condition within five (5) days of notification and if said condition is not corrected within said time period, the owner of any of the other Tracts in Red Mountain Farm Subdivision shall have the right to injunctive relief against the owner of the Tract in violation and the contractor or agent of the owner of the Tract in violation and, further, the owner of any of the other Tracts in Red Mountain Farm Subdivision may make all necessary corrections and the expense of same shall be paid by the owner of the Tract in violation.**

Section 2.7 Duty to Repair and Rebuild.

(a) Repair of Damage. If all or any portion of a residence or other approved structure is damaged or destroyed by vandalism, fire or other casualty, then the Tract

owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence or structure in a manner which will substantially restore it to first class repair and condition.

Section 2.8 Signs. Sign Limits. No sign for advertising or for any other purpose shall be displayed on any Tract or on a building or a structure on any Tract, except one sign for advertising the sale or lease thereof, which shall not be greater in area than twelve square feet and shall be acceptable in condition, format, appearance and content.

Section 2.9 Disposal of Trash. No Tract shall be used or maintained for a dumping ground for rubbish, junk, or trash of any nature. Trash, garbage, or other waste shall not be kept except in sanitary containers. Garbage receptacles shall be in complete conformity with sanitary rules and regulations.

Section 2.10 Unsightliness. No abandoned cars, trucks, or other vehicles of any type shall be allowed on any lot. No vehicle in an inoperative condition shall be kept in an area open to the view of the public or other lot owners for a period in excess of 30 days. In the event of violation of this item, such vehicle may be removed by any other lot owner at the expense of the owner of the lot on which the vehicle is located.

Section 2.11 Maintenance Equipment. All yard maintenance equipment and other similar items shall be stored out of view of other lot owners.

Section 2.12 Utility Service.

(a) Underground Service to Tracts.

(i) Each Tract owner's utility service to include water, electric, gas and telephone utility service lines shall be underground throughout the length of service line from such utility providers, respective points of delivery to a Tract, to the residence on such Tract **(EXCEPT TRACT 2 WHICH WILL ONLY BE REQUIRED TO ADHERE TO UNDERGROUND ELECTRIC UP TO THE POINT IN WHICH THE DRIVEWAY LEAVES TRACT 1 – AT OR NEAR THE SOUTHWEST CORNER OF TRACT 1 AND AT OR NEAR THE NORTHEAST CORNER OF TRACT 2 - AND IS SOLELY ON TRACT 2)**; and the cost of installation and maintenance thereof shall be borne by the owner of the Tract upon which such service lines are located. Utility pads shall be located within the setbacks as hereinafter defined.

Section 2.13 Subsurface Sewage Disposal System. Each Tract owner shall be obligated upon the construction of a residence on any Tract to construct an individual septic system in accordance with the regulations issued by the appropriate governmental agency. Thereafter such system shall be properly maintained by the Tract owner.

Section 2.14 Air Conditioning Units. No window air conditioning units may be used on any residence.

SECTION 3

Section 3.1 No Liability. It shall be the responsibility of the individual Tract owner or other person (i.e. general contractor and/or licensed builder) to comply with all local, state, and federal codes, ordinances and regulations that are applicable.

Section 3.2 No Occupancy Before Completion. No occupancy of any residence shall be permitted prior to the completion and the compliance with the provisions of this Declaration.

Section 3.3 Building Materials; Roof; Builder; Architectural Standards and Design Guidelines.

(a) **Building Materials.** The exterior building material of all residences on any Tract shall extend to ground level, and the exterior building materials of all residences shall be **vinyl**, natural brick, stone, wood, stucco, EIFS, Hardiplank (or equivalent composite material) or a combination of same. Exposed concrete block, smooth or brick mold- poured concrete walls shall not be permitted. Vinyl siding or metal exterior building material may be permitted on non-residential structures.

(b) **Roof Pitch and Height.** The roof pitch of any residential structure shall not be less than a plane of 8 inches vertical for every plane of 12 inches horizontal for structures with more than one story, provided, however, the dormers on one and one-half story houses may have a roof pitch of less than 8 inches vertical for every 12 inches horizontal. a plane of 8 inches vertical for every plane of 12 inches horizontal for one story structures; and generally a maximum roof pitch of 14 inches vertical for every 12 inches horizontal

(c) **Erosion Control.** During the clearing of any Tract and the construction of, or addition to, a residence thereon, each Tract owner shall be responsible for erosion control at all times.

Section 3.4 Minimum Residential Dwelling Size. Single Family residences shall contain not less than:

<u>Type Dwelling</u>	<u>Minimum Area</u>	<u>Minimum Area First Level</u>
Single Floor	2,000 sq. ft.	
One and ½ Floor	2,400 sq. ft.	1,800 sq. ft.
Two Story	3,000 sq. ft.	1,800 sq. ft.

of finished, heated & cooled living areas, exclusive of open porches, unfinished basements, garages carports and breezeways.

Section 3.5 Setbacks. No structure shall be located on any Tract closer than 50 feet to the front Tract line, the side Tract line or other side Tract lines, or to rear Tract lines, as shown or otherwise specified on the Plat, except that reasonable bay windows, chimneys, roof overhangs and steps may project into said areas, and open porches may project into said areas not more than six feet, if permitted by applicable law. All improvements on any Tract shall be constructed

within setback area and improvements shall include structures, drive turn-arounds, porches, terraces, decks, pool, tennis courts, etc.

Section 3.6 Garages; Carports.

(a) Openings. The openings or doors for vehicular entrances to any garage located on a Tract shall include doors.

SECTION 4 – RECORDED EASEMENTS

Section 4.1 Recorded Easements. The Red Mountain Farm Subdivision, and all portions thereof, shall be subject to all easements and notations shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements or notations of record, which shall include without limitation, use for construction, installation and repair of utilities, maintenance, encroachment, drainage, and ingress and egress as of the date of recordation hereof.

SECTION 5 – ZONING

Section 5.1 Zoning. The Red Mountain Farm Subdivision, and all portions thereof, shall be subject to all applicable local and/or state zoning regulations.

SECTION 6 - GENERAL PROVISIONS

Section 6.1 Enforcement.

(a) Parties. Enforcement of these restrictions shall be by proceeding at law and/or in equity, brought by any Tract owner against any party violating or attempting to violate any covenant or restriction or other provision of this Declaration, either to restrain violation, to direct restoration and/or to recover damages. Failure of any Tract owner, to demand or insist upon observance of any of the provisions of this Declaration, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or of the right to seek enforcement of that provision in that or any other case. Any such Tract owner, successfully enforcing this Declaration shall be entitled to recover all costs and expenses incurred in connection with such action, including, without limitation, court costs and reasonable attorney's fees. Any award of damages received in connection with any such action, and all costs and expenses incurred in connection therewith shall constitute a lien upon the Tract, and any award of damages received by any Tract owner in connection with any such action shall accrue to the sole benefit of said Tract owner bringing forth said action.

(b) Owner Liability. Each Tract owner shall be responsible and liable for any violations made or caused by such Tract owner and every family member, agent, employee,

contractor, material supplier, invitee, licensees, lessees and sublessees and assigns of such Tract owner.

Section 6.2 Severability. Invalidation of any provision of this Declaration by judgment or order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and such provision so invalidated shall remain in full force and effect in all permitted contexts.

Section 6.3 Declaration Runs With The Land. Unless cancelled, altered or amended under the provisions of this Section 6.3, the provisions of this Declaration shall run with the land and shall be binding on the Tracts, the owners of each Tract and all parties claiming under them, for a period twenty five (25) years from the date this Declaration is recorded. After such twenty five (25) years, this Declaration shall be deemed extended automatically for successive periods of ten (10) years, unless and until an instrument signed by at least 2 of 3 of the owners of the Tracts subject to this Declaration **and the Owner** has been recorded in the Knox County, TN Register's Office, agreeing to change this Declaration in whole or in part and the term hereof. This Declaration may be cancelled, altered, or amended by the recordation of a document in the Knox County, TN Register's Office in which such cancellation, alteration, or amendment was approved by the owners of 2 of 3 of the Tracts subject to this Declaration **and the Owner. At such time as Owner no longer owns a Tract as shown on the Plat, this Declaration may be amended, cancelled or altered with the approval of a majority of the owners of Tracts in the Subdivision.**

Section 6.4 Amendments. Nothing in this Declaration shall limit the right of the Tract owners to amend, from time to time.

Section 6.5 Incorporation by Reference on Resale. Upon the sale or other transfer of any Tract, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, conditions, restrictions, charges, liens, assessments and other provisions set forth in this Declaration; provided, however, that the failure of any such deed to so incorporate by reference this Declaration shall not affect the validity of such deed nor shall it be deemed to release the Tract conveyed thereby from the effect of this Declaration.

Section 6.6 Exhibits. All exhibits attached to this Declaration and referred to herein as designated Exhibits are hereby incorporated herein above the signature lines hereof.

Section 6.7 Captions and Headings. All captions and headings used in, and the title page and table of contents of, this Declaration are for convenience of reference only and shall not affect the interpretation of the provisions hereof.

Section 6.9 Pronouns. Whenever in this instrument a pronoun is used, it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the undersigned has duly caused this Declaration of Covenants, Conditions and Restrictions to be executed as of the day, month and year first above written.

**MASSINGALE REAL ESTATE
INVESTMENTS, LLC**
Owner

By: **H. LYNN MASSINGALE**

Its: Manager

By: _____
H Lynn Massingale
Manager

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared **H LYNN MASSINGALE** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the **MANAGER**, the within named bargainor, and that he as manager being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office on this the ____ day of _____ 2015.

Notary Public

My Commission Expires: _____