

**Eagle Bluff Estates**  
**Declaration of Restrictions, Covenants and Subdivision Standards**

Declaration of Restrictions, Covenants and Subdivision Standards For Eagle Bluff Estates  
Section I, Phase I; Marion County, TN

This declaration of restrictions, covenants and standards shall apply to all lots and parcels of land known as Eagle Bluff Estates, Section I, Phase I located in the \_\_\_ Civil District Marion County, Tennessee, as shown on the plat of record in Envelope \_\_\_\_\_, Register's Office of Marion County, TN.

Whereas, the Developer and Owner desire to develop said property as a residential subdivision and to prove and adopt a uniform plan of restrictive covenants governing land use, easements, restrictions, and conditions which will control values, amenities, desirability and attractiveness of real property within EAGLE BLUFF ESTATES, PHASE I, SECTION I.

NOW, THEREFORE, in consideration of the premises, the Developer with and any all persons, firms, corporations, or other entities acquiring any of the property hereinabove described that the same shall be and is hereby subject to the following restrictions, covenants, conditions, and easements relating to the use and occupancy thereof. These restrictive covenants shall become effective upon the recordation of this Declaration and shall run with the land and be binding on all parties holding or acquiring any right, title, or interest in the Property, or any part thereof, whether or not expressed in any deed or other conveyance.

**ARTICLE I**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to EAGLE BLUFF ESTATES HOMEOWNERS ASSOCIATION, its successors and assigns, which shall be established by the Developer & Owner after 75% of all lots in contemplated phases are sold and conveyed, unless, established sooner at the Owner's discretion.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. " Common Area" shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of Association Members and shall include lot 31A, Lot 14(the pond) and the main entrance gate.

Section 4. "Common Expenses" shall mean and refer to the actual and estimated expenses for operating the Association, including any reasonable reserve, as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the Bylaws and Articles of Incorporation by the Association.

Section 5. "Declaration" shall mean the covenants, conditions, restrictions, and easements and all other provisions herein set forth in this instrument, sometimes referred to as Covenants and Restrictions, as may from time to time be amended.

Section 6. "Developer" shall mean Eagle Bluff Estates, LLC, a Tennessee limited liability company

Section 7. "Improved Lot" shall mean a Lot in the Property for which a building permit has been issued for the construction of Improvements, and on which the construction has commenced.

Section 8. "Improvements" shall mean any alteration, modification, or other process resulting in a change in appearance, structure, style, or composition of any part of an existing Structure, as defined herein.

Section 9. "Majority in Interest" shall mean more than 75% of the total votes to which members of the Association are entitled.

Section 10. "Owner" shall mean and refer to the recorded owner, whether one or more Persons or entities, of the fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of any obligation.

Section 11. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or combination thereof.

Section 12. "Plat" shall mean and refer to that certain Final Subdivision Plat for Section I, Phase I of Eagle Bluff Estates, prepared by \_\_\_\_\_ and recorded in Plat Book \_\_\_\_\_ in the Register's Office of Marion County, Tennessee, together with any additional or subsequent plats for additional phases as same may be prepared and recorded in said Register of Deeds Office.

Section 13. "Property" shall mean and refer to that certain real property described in Exhibit A attached hereto and by reference made a part hereof, together with such additional real property as may by subsequent amendment be added to and subjected to this Declaration.

Section 14. "Structure" shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by the way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse, bathhouse, coop, cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, satellite dish, sign, signboard, mailbox, driveway, temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other object which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, across or upon any Lot; and (iii) any change in grade at any point on a Lot of more than twelve (12) inches, whether or not subsection (ii) of this section applies to this change.

Section 15. "A.R.C." shall mean and refer to the Architectural Review Committee which is further described in Article V of the Declaration.

## Article II General Covenants and Restrictions

The following shall apply to all Lots and to all Structures erected or place thereon:

Section 1. All lots shall be restricted exclusively to single family residential use. No Lot or portion thereof, at any time shall be used for any commercial, business or professional purpose; however nothing herein shall be construed to prohibit or prevent the Developer or any builder of residences in Eagle Bluff Estates from using any Lot owned by Developer or such builder for the purpose of carrying on business related to the development, improvement and sale of Lots in Eagle Bluff Estates. The main dwelling may be leased out to others with approval from the A.R.C.

Section 2. Only 1 single family residential dwelling structure will be permitted to remain on any tract. The structure shall not exceed 2 stories in height, plus basement, and a garage. In no event shall any part of the main structure or garage be used as a second dwelling for rental purposes. Duplex residences, garages, or basement apartments, or group homes are prohibited (in-law apartments and teen suites which are attached to the main structure will be allowed).

Section 3. Dwelling Quality and Size: All dwellings shall be of good quality and workmanship materials. The minimum square footage of a single family residence shall be no less than fifteen hundred (1,500) square feet on the primary floor, as measured from exterior walls, provided, garages, carports, porches, basements, and similar spaces will be exempt from the minimum square footage and be considered as additions to the stated minimum square footage requirements. The exterior of any Structure shall be completed before an owner may have occupancy of the Structure.

Section 4. Location of Improvements Upon the Lot: Any structure built upon a Lot in Eagle Bluff Estates is subject to building setbacks identified on the recorded plat of the Subdivision. All Lots are subject to governing zoning, laws, and codes of the State of Tennessee, and Marion County. For purposes of this Declaration, eaves, open porches and decks shall be considered part of the building.

Section 5. No mobile homes, trailers, modular home, doublewide, tent, or shack shall be erected on or moved onto any Lot in for use as a residence temporarily or permanently. Uses of these structures, of any type, are strictly prohibited.

Section 6. Landscaping: Landscaping shall be performed in such a way as not to be offensive to any other owners of neighboring Lots and to maintain the rustic appeal of the subdivision.

Section 7. Mailboxes: Use of post office boxes is strongly recommended. Only one mailbox/newspaper box per single-family residence shall be allowed. All mailboxes/newspaper boxes shall be of a type and style and located on the respected Lot as approved by the ARC.

Section 8. Lighting: Outside light posts and lighting fixtures shall be of a type and style located on the respective Lot as approved by the ARC.

Section 9. Driveways: Driveways must be constructed of asphalt, concrete, or brown gravel. Curb crossings during construction shall be restricted to an area of the future curb cut for the permanent drive so as to minimize curb damage. Driveway tile (culvert) may be needed and that will be determined by the A.R.C. before the driveway is completed. The driveway surface shall be completed within 180 days from the issuance of a certificate of occupancy.

Section 10. Nuisances: No activity shall be carried out on any Lot, which is not related to a single-family residence. Each owner shall refrain from any act through the use of his Lot which reasonably causes embarrassment, discomfort, annoyance, or nuisance to the neighborhood or any neighbors. No noxious, offensive, or illegal activity shall be carried out on any Lot. No noise may be created that may reasonably disturb the peace and quite of the occupants of the surrounding property; this includes pets.

Section 11. Storage of Automobiles, Boats, Trailers, Other Vehicles, and Equipment: No automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, non working vehicles, equipment or machinery of any kind, camp rigs off trucks, boat rigging or any item deemed offensive by the ARC shall be stored permanently or semi-permanently on any public road or right of way. Permanent or semi-permanent storage of such vehicles or items on individual lots must be screened from public view either in the garage, behind a solid fence, or to the side of the dwelling so as not to be immediately visible from any main roadways. No junkyard shall be maintained in the Subdivision, nor shall farm equipment or commercial trucks larger than three quarter ton pickup trucks be parked in the subdivision longer than is necessary for moving or for construction and maintenance then in progress. No metal outbuildings of any type shall be permitted.

Section 12. Visual Screening: The Owner of all Lots shall in no event use any Lot for storage of material and equipment except for normal residential and construction requirements or

permit the accumulation or burning of garbage, trash, or rubbish of any kind thereon. All yard equipment, woodpiles or storage piles shall be screened so as to conceal them from view of neighboring Lots or roads.

Section 13. Fences, Walls, Planters, and Screens: Plans for all fences, screens, walls, gates, and planters must be approved by the ARC in writing prior to construction.

Section 14. Animal Husbandry. No animals, livestock, exotic animals, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats, or other common household pets, provided that they are not kept, bred, or maintained for commercial purposes or in unreasonable numbers. No farm animals, horses, ponies or mules, cow, goat, chicken, or hog shall be permitted on any Lot.

Section 15. Resubdivision: No Lot is shall be subdivided into lots less than one (1) acre of property.

Section 16. Easements: Each Lot of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities. Such easements are for a width of ten (10) feet along all Lot lines. The granting of these easements shall not prevent the use of the area by the owner for any permanent purpose; however no structure of any kind shall be erected or maintained upon or over said easements, except structures for public utilities. If one owner owns adjoining tracts, this provision shall not apply to the interior tract lines as long as the tracts a so owned. It is also understood that there is an ingress and egress easement between Lot 11 & Lot 12, which is shown on the plat that grants right of way to the land below Eagle Bluff Estates LLC that is presently owned by American Timberland LLC, Deed book 260, page 574. Easements also include a field line easement on Lot 29 for adjoining Lot.

Section 17. Garbage and Refuse Disposal: No Lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste. All garbage shall be placed in a sanitary container intended for such use, screened from neighbors and road, and shall not remain uncollected or disposed of for a period exceeding 26 hours. Burning of trash is prohibited except during periods of construction. Contact Monteagle City Dump for the nearest trash dumpsite.

Section 18. Lot Maintenance. All lots, together with any landscaping, shall be maintained in neat and attractive condition by the respective lot owners. Such maintenance shall include but not limited to seeding, watering, mowing, pruning, and cutting of all shrubs, trees, yard and other landscaping.

Section 19. Building Maintenance: All tracts, together with exterior of all improvements (if any) located thereon shall be maintained in a neat and attractive condition by their respective owner. Such maintenance shall include but shall not be limited to painting, repairing, replacing, and caring for roof, gutters, downspouts, building surfaces, walks and other exterior improvements.

Section 20. Signs, Advertisements, and Billboards: No sign, advertisement or billboard or advertising structure of any kind shall be displayed to the public view on any lot except for the purpose of advertising the property for sale or rent.

Section 21: Construction Diligence: All construction work must be completed with due diligence. No incomplete structure shall be permitted to exist without active construction for more than sixty days (60). Construction of any structure shall be completed within twelve (12) months from the date of groundbreaking which additional time may be granted for the completion of construction subject to approval of the A.R.C.

Section 22: Damage, Destruction or Maintenance: In the event of damage or destruction to any structure within the Subdivision, the Owner of the tract agrees as follows:

- (A) In the event of total destruction, the owner of the particular Lot shall promptly clear all debris, trash, rubbish and all other items that may be considered a nuisance by the ARC and level the same in a neat and orderly condition until such time as the owner may decide to build a new structure.
- (B) In the event of partial damage to a structure or improvement the owner shall either (i) demolish the structure and thereafter comply with the provisions set for in part (A) of this section or (ii) as promptly as the insurance adjustment may be made, cause the damage or destruction to be repaired and restored to a first class condition to the same specifications that were approved by the ARC. In the event the owner would like to make alterations to the structure all such alterations shall be approved by the ARC before reconstruction shall begin. In no event shall any damaged structure be left unprepared and restored for in excess of sixty (60) days.

Section 23. Building Materials: All building materials, whether in initial or subsequent construction, shall be of high quality guided by industry standards and all applicable building codes. Buildings shall be constructed of hardie board, mountain stone, log, or any sample approved by the A.R.C. which is in a manner consistent and harmonious with other homes within the development.

Section 24. Construction Maintenance: Contractors and all builders shall maintain Lots and construction sites in a clean manner during the construction phase. Trash and excess materials shall be cleared a minimum of at least one (1) time per week. Mud and debris on the street caused by new construction must be cleaned with promptness by the contractor causing such to incur.

Section 25. Garages: The garage must not be less than 1 car nor require more than three (3) doors, either single or double doors. Garages must not face the front nor face the main street unless said garage is at least 250 feet from the main road. Garages must have automatic doors installed and doors must be kept closed when not in use.

Section 26. Utilities: All utilities located outside the platted right of ways shall be constructed in accordance with all Federal, State, and Local guidelines.

Section 27. Sewage Requirements: No individual sewage systems, septic systems, shall be permitted on this Property, unless such a system is designed, located and constructed in accordance with all Federal, State, and Local requirements as recommended by the local Tennessee State Health Department Authority. Final approval of such system shall be obtained from such authorities.

Section 28. Children's Tree houses: Children's tree houses, if built, must be properly constructed so as to present a neat, uncluttered appearance and must be to the rear of the main dwelling house. Must have A.R.C. approval.

Section 29. Clotheslines: No outdoor clothesline shall be placed on any lot.

Section 30. Antenna: No antenna, satellite dish or other device for transmitting or reception of television signals, radio signals, or any form of electromagnetic wave or radiation shall be permitted to remain on any tract, house, or building unless located at the rear of the house, the rear roof bridge line, or gable of the main structure so as to be hidden from site.

Section 31. Common Area Maintenance: All property owners will share in the maintenance of the common areas with the developers until such time as the Homeowners Association is formed and takes over the maintenance. The expense for this will be kept at a minimum

and should not exceed \$150.00 per year per lot owner. This includes maintaining the entrance gate, security lights, pond, pavilion, and common area Lot 31A.

### ARTICLE III

#### Eagle Bluff Property Owners Association

Section 1. Membership: All persons, corporation, firm or other entity of record as the owner of a Lot shall be a Member of the Association, after the formation thereof as set forth in Article I, Sec. 1, subject to and bound by the Association's by-laws, rules and regulations.

Section 2. Assessments: For Each Lot owned within the subdivision, every owner covenants and every subsequent owner of each Lot, by acceptance of deed, is deemed to covenant and agree to pay to the Association annual assessments or charges for the creation of a maintenance fund in amounts to be established from time to time by the Association, and special assessments as approved by the Members from time to time.

Section 3. Purpose of Assessments: The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine or for the benefit of its Members, or to promote health, safety, and welfare of the residents of the Subdivision, or for the acquisition, improvements or maintenance of properties or facilities related to the use and enjoyment of the Common Areas, including but not limited to the cost of repair, replacement or additions thereto; and for the payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance or any other needs as may arise at the discretion of the Association.

Section 4. Voting: The voting rights of the membership shall be appurtenant to the ownership of a Lot. The owners of each lot shall have one (1) vote for each lot they own. When two or more persons hold interest in any Lot, the vote for such Lot shall be exercised in proxy and nominee for all persons holding interest in a Lot, and in no event shall more than one (1) vote be cast with respect to any Lot. Notwithstanding the above, with respect to any lot owned by the Developer, said Lot (and owner thereof) shall be entitled to four (4) votes for each lot for a period of ten (10) years from the date of this declaration, and one (1) vote per Lot thereafter.

### ARTICLE IV

#### COMMON AREA PROPERTY RIGHTS

Section 1. Every owner shall have non-exclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and pass with the title of every Lot, whether or not mentioned specifically in the deed to said Lot, subject to the provisions of this declaration, and the by-laws of the association, including but not limited to the following.

- (A) Subject to the use of this Declaration, the right of the Association to limit the use of the Common Area to owners, families and guests
- (B) The right of the Association to suspend enjoyment rights of an Owner for any period during which any assessments against his Lot remains unpaid, or for any infraction of the Association's published rules and regulations.

Section 2. Every Owner shall have interest in all the property owned by the Association as is represented by the ratio of the number of Lots owned by said member to the total number of Lots in the Subdivision.

Section 3. The common area shall be conveyed to the Association by Developer after formation of Association or sooner at Developer's discretion.

### ARTICLE V

## ARCHITECTURAL REVIEW COMMITTEE

No construction, remodeling, alteration, or addition to any structure, building, fence, wall, driveway, outbuilding or improvement of the exterior shall be constructed without obtaining the prior written approval of the ARC as to the location, plans, and specifications. As a prerequisite to consideration for approval and prior to beginning the contemplated work, a copy of the plat, the building plans and specifications shall be submitted to the ARC. The ARC shall be the sole arbiter of such plans and may withhold a written approval for any reason including purely aesthetic considerations. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity of the plans. The ARC shall be able to stop any construction in violation of these restrictions stated throughout this Declaration. In the event the ARC fails to deny or approve such plans and specifications in writing within a reasonable time, approval will not be required and this section will be deemed to have been complied with.

The ARC shall be appointed by the developer and consist of at least two (2) individuals. After formation of the Association, the Association shall appoint the ARC.

## ARTICLE VI General Provisions

Section 1. Duration: The covenants and restrictions stated in this Declaration shall run with and bind the Properties for a term of 25 years from the date hereof, after which time they shall be automatically extended for successive periods of twenty five (25) years.

Section 2. Amendments: Declarations may be amended during the first twenty five (25) year period by an instrument signed by Owners of not less than two thirds (2/3) majority. Each Lot shall carry (1) vote for each deed on record, to alter, amend, or revoke the same, in whole or in part. No amendment to these Declarations shall restrict or limit the rights retained by the Developer or ARC under these Declarations, including but not limited to, the right of architectural approval, without the ARC's written consent.

Any Amendment to these declarations shall only become effective when an instrument evidencing such change, and signed by the appropriate parties, has been filed with the Register's Office of Marion County, Tennessee.

Section 3. Governing Law: This Declaration shall be construed under and governed by all laws of the State of Tennessee.

Section 4. Covenants Running with the Land: Each and every declaration, covenant, condition and restriction set for the herein is for the benefit of all owners, their successors and assigns and shall be deemed to be covenants running with the land. Each owner shall be deemed to have assumed all obligations of the Declaration relating thereto.

Section 5. Severability: Invalidation of one or more of these restrictions by judgment, court order, or otherwise shall not affect any of the other provisions not expressly held to be void and all such remaining provisions shall remain in full force and effect. To this end all provisions in this Declaration are declared to be severable.

Section 6. Enforcement: If any person, firm, corporation, or any other entity shall violate, or attempt to violate any of these restrictions, it shall be lawful for the ARC or any other person, firm, corporation or other entity owning any property within Eagle Bluff Estates, to bring action against the violating party at law or in equity for any claim which these restrictions may create and such other owner or interested party either to prevent said

person, firm, corporation or other entity from doing such acts or to recover damages for violation. Any failure by the ARC or any property owner to enforce any of said covenants and restrictions or other provisions, shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any party to file suit to enforce any of these covenants and restrictions, the party found guilty of violating this Declaration shall be required to pay a reasonable attorney's fee to the attorney representing the party petitioning the enforcement of this declaration.

Section 7. No Reverter. No restriction or provision herein is intended to be or shall be constructed as a condition subsequent or as creating any possibility of a reverter.

IN WITNESS WHEREOF, the owner has caused this declaration to be executed on the day and date first above written.

EAGLE BLUFF ESTATES, LLC

By: \_\_\_\_\_ Chief Managing Operator

Print Name \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF MARION

On this \_\_\_\_ Day of \_\_\_\_\_, 2007, before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the persons herein described) and who acknowledged himself to be \_\_\_\_\_, of Eagle Bluff Estates, LLC, and that he, as such \_\_\_\_\_ and being authorized so to do, executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_