

**DECLARATION OF RESTRICTIVE COVENANTS
AND CONDITIONS**

FOR

**The Johnson Place Development
Bell Buckle, Tennessee**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this First day of June, 2022, by Gordon Johnson, Jr. and wife, Melinda Kay Johnson (the "Owners").

WITNESSETH:

WHEREAS, the Owners own certain real property (the "Property") located in Bedford County, Tennessee, said real property being more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Owners have developed and divided said real property (the "Property") which is known as Johnson Place, it is for the interest, benefit and advantage of the Owners and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Development, or any re-division thereof, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owners and each and every subsequent owner of any of the Lots or portions of said Lots in the Development, the Owners do hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter. These restrictive covenants and the conditions shall become effective upon the recordation of this instrument with each Lot and shall run with the land and be binding on all persons claiming under or through the Owners for a period of five (5) years after the recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of two (2) years each unless it be agreed by a vote of a majority of owners of Lots (then subject to this Declaration), with each such Lot to carry one (1) vote, to alter, amend or revoke the same, in whole or in part, in which latter event these restrictive covenants shall be altered, amended or revoked as determined and agreed upon by such majority.

Land Use and Building Type. No Lot shall be used except for private, single family residential purposes unless specifically required for use by a public utility service for the Development or by governmental authority. No business of any nature shall be conducted on any Lot. Home offices are allowed. Each Lot shall contain no more than

one residential dwelling. No building shall be erected, altered, placed or permitted to remain on any Lot for more than one family dwelling not to exceed three (3) stories in height.

Re-division. The plan for the Development shall show the location, dimension and boundaries of each Lot. Except for any revisions to the plan or re-division by the Owners, no Lot may be re-divided nor its boundaries changed without the consent of the Owners or of at least a majority of all Lot owners, each Lot to carry one (1) vote.

Architectural Control. No building, fence, wall, pool or other structure shall be erected, placed, or altered on any Lot until the construction plans and specifications and a planshowing the location of the structure have been approved by the Owners as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Approval shall be provided as here in below set forth.

Duration. The Owners shall maintain architectural control until the sale by the Owners of and the completion of construction of a residential dwelling on each and every Lot in the Development, whichever shall later occur, at which time the Architectural Control Provisions contained in this section shall expire. Notwithstanding the foregoing, the Owners, at any time, may relinquish its right and any attendant obligations on it, to exercise Architectural control as provided herein by executing a notice of such relinquishment, at which time the Architectural Control Provisions contained in this Section shall expire.

Procedure. The Owners' approval or disapproval as required in this Declaration shall be in writing. In the event the Owners fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted with a written request for such approval, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Standards. For the purpose of assuring the maintenance of the Lots in the Development of high standards, the Owners hereby adopts the following standards for architectural control: **the Owners shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use inconsistent or not in harmony with the structures located upon other Lots within the Development.**

No Liability. In no event may the Owners be held liable in any way to any Lot owner or other interested party by virtue of the Owners' approval, disapproval or inaction regarding any architectural control decision.

(The provisions of this Section are sometimes hereinafter referred to as the "Architectural Control Provisions.")

Dwelling Size. The minimum square footage of living area of any single story residence erected shall be 2500 square feet (heated), or 3600 square feet for a two story residence as measured from exterior walls; provided, however, that garages, carports, porches, basements and similar spaces shall be in addition to and not included in the above stated minimum square feet requirements. A minimum two-car garage is required and shall not face the street.

Exterior Quality. At least ninety-five percent (95%) of the exterior walls of all buildings, exclusive of doors and windows, shall be of brick or stone masonry construction. There shall be no exposed cinder or concrete block. No prefabricated buildings are allowed.

Building Location. House and outbuilding locations require approval of the Owners. Any building to be located on any Lot shall comply with the minimum building setback lines as may be shown on the plat of the Lot and all applicable zoning laws and regulations of Bedford County. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building.

Utilities and Septic Sites. Utilities, specifically including water, septic sites, gas, phone and electrical services are to be designed, located, and constructed in accordance with the requirements, standards, and recommendations of both state and local health authorities. Approval of such systems as installed shall be obtained from such authorities. All propane gas tanks shall be buried.

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 thirty (30) days. In any event, construction must be completed within twelve (12) months from its commencement and in accordance with all other provisions of the building permit.

Underground Wiring and Pipes, Etc. All wiring, pipes, and similar lines that are to be run from the street to any particular Lot for gas, water, septic site, telephone, cable TV, electric or any other utility service shall be underground, if practicable.

Maintenance of Construction Site. Builders shall maintain Lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur. Lot Owners shall insure the builder maintains good work place practices.

Dwellings, Temporary Structures, Garages, and Outbuildings, Etc. No trailer, tent, shack, unattached garage or any other outbuilding (except for a barn, a 3-sided run-in shelter (12'x24'), an equipment storage shed, or bathhouse that otherwise complies with this Declaration) shall be erected on or moved onto 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 onto 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 including landscaping. No residence shall be built on any Lot

unless it conforms to and is in harmony with the existing structures in the Development. All dwellings, temporary structures, garages and any outbuilding shall be approved by a majority of the lot owners or a committee that has been established by a majority of the lot owners. Notwithstanding the foregoing, temporary buildings may be used by the Owners as temporary sales or construction offices.

Garages and Carports. There shall be no front entry garages or carports. All side entry carports shall be blocked from view from the front of the particular Lot by the residential dwelling.

Barns. One Barn is allowed per single-family residence with the Owners' approval on lots greater than four acres. Non-rental guest quarters are permitted as long as they are attached to the main residence by some means such as a breezeway.

Swimming Pools and Bathhouses. Any swimming pool or bathhouse must be located to the rear or side of the residence or enclosed therein. All swimming pools shall be below ground and enclosed for safety by a wall or fence at least four (4) feet in height. At least fifty percent (50%) of the exterior walls of all bathhouses shall be of brick or stone masonry construction. All bathhouses and the construction thereof must conform to and be in harmony with the existing structures in the Development and shall be subject to the Architectural Control Provisions contained herein, if such Provisions are still applicable. Non rental guest quarters are permitted. All fences and walls must be kept neat, maintained and structurally sound. Said pools shall comply with all county regulations.

Antennae, Satellite Dishes, and Other Electronic Devices. No television or radio antenna, satellite dish or other electronic device of a similar nature shall be placed on the roof of any building (unless the view from the street is restricted) or on the front two-thirds (2/3) of any Lot and any such device to be restricted to the rear one-third (1/3) portion of the particular Lot. No such device may be more than ten (10) feet in height.

Solar Panels are allowed on non-street or driveway facing roof surfaces. If constructed on the ground, they shall be on the rear 1/3 of the property and be landscaped or fenced as to hide them from view. If utilized on a street or driveway facing roof surface, they shall be of panels designed to look like standard roofing materials. Such designs are to be approved by the Owners in writing.

Garbage and Refuse Disposal; Utility Meters. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No utility meters or trash receptacles shall be placed in front of any residence unless obscured from view from the street.

Sign Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from

the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

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 Development. There shall be no exterior storage of any inoperable vehicle for longer than one month.

Signs. No sign of any kind shall be displayed to the public view on any Lot except for signs of reasonable size advertising the property for sale or rent or signs used by the Owner, or its designee, to advertise during the Owners' sales and construction period.

Livestock and Poultry. No animals, livestock or poultry of any kind, with the exception of horses for personal use shall be raised, bred, kept, or maintained on any Lot for any commercial purpose. 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. Miniature horses and miniature cows are included in this description.

Horses A minimum of three (3) acres is required for each head of horses.

Fencing. Chain link fencing is prohibited. Standard farm fencing is permitted behind the residential structures. Wooden, PVC or metal fencing is to be utilized in all areas in front of the residential building and properly maintained.

Other Maintenance and Mowing. An annual fee for mowing and other Development maintenance will be determined by a majority of the lot owners. Each lot owner shall pay one-sixth (1/6) the cost of mowing any common area that lot owners own as tenants in common or have joint use of. A decision to incur cost for maintenance shall be determined by a majority of the lot owners and such decision shall be evidenced by a document signed by all lot owners in favor of said decision. Failure of a lot owner to contribute his or her share of said share shall entitle the other lot owners to a right of recovery against the owner failing to pay his or her proportionate share. The lot owners seeking recovery shall also be entitled to recover reasonable attorney fees and court costs.

The collective Owners can elect an Executive Committee of three Owners to conduct common re-occurring Development business.

Designated Wooded Areas. Designated lot wooded areas may not be removed. All trees over 6 inches in diameter may not be removed. Wooded areas may be cleared in accordance with a plan approved by the Owners or a majority of the lot owners for building space, driveways, utilities, and pasture. Such approval may not be unreasonably withheld.

Covenant with Respect to Maintenance of Lot and Improvements. Each owner shall keep his or her Lot and any structures thereon in good order and repair including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, the painting (or other appropriate external care) of any structures, all in a manner and with such frequency as is consistent with good property management. The Lot shall be maintained in a neat and attractive condition both before and after the construction of any residence thereon. No debris or unsightly objects shall be moved onto or kept on any Lot provided, however, that construction materials may be kept on any Lot during the period of construction thereon. No owner of any Lot shall modify any structure on his or her Lot by adding a room or rooms, changing the roof lines, adding decks or making other material alterations in the exterior appearance of the structure without the express written approval of the Owners or a majority of the lot owners in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable. Each owner, in acquiring title to his or her respective Lot, acknowledges that the decor, color scheme, design and construction of any structure thereon, and any reconstruction, modification or addition thereto, shall be selected and performed in such a manner as to be consistent and harmonious with other homes within the Development and agrees to maintain his or her respective Lot and structure in such a manner as to maintain and perpetuate the visual harmony within the Development.

Damage, Destruction or Maintenance. In the event of damage or destruction to any structure within the Development, each respective Lot owner agrees as follows:

In the event of total destruction, the owner of the particular Lot shall promptly clear the Lot of debris and level the same in a neat and orderly condition until such time as the owner may decide to commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be subject to approval by the Owners or a majority of the lot owners in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable

In the case of partial damage or destruction, the owner shall either demolish the structure and thereafter comply with the provisions stated above, or the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first-class condition, subject to approval by the Owners or a majority of the lot owners in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable. In no event shall any damaged structure be left un-repaired and un-restored for in excess of sixty (60) days from the date of the insurance adjustment.

Easements. Each of the Lots of the Development shall be subject to perpetual easements for access, installation and maintenance of utilities and drainage facilities as may be reserved or shown on the recorded Plat of the Development or Lot or in subsequent recorded re-divisions thereof. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; provided, however that no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. A right of access by way of the common

driveway or open lawn area shall also be granted on each Lot to each Owner and to the extent that such may be reasonably necessary from the front 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.

It is to be noted that significant portions of the common driveway is included within the property boundaries of Lots 1, 2, 3 and 4 out of bureaucratic necessity. That circumstance does not negate the purpose of allowing common and unrestricted access of the driveway by all Development Owners and guests, including personal driveway accesses for Lots 5 and 6. This purpose would also include access for utilities and common maintenance for the driveway.

Enforcement. Any Lot owner may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefor, or both.

Waivers. Waivers to the Construction Standards may be granted to individual Lot owners if deemed appropriate by the Owners but must be in writing.

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 this Declaration are declared to be severable.

Amendment. Anything contained herein to the contrary notwithstanding, the Owners reserve the right for the Owners, their heirs and assigns, if the property has been conveyed to them by the Owners, to modify, release or amend all the covenants and restrictions contained herein until such time as Owner has sold all of the Lots; and thereafter this Declaration may be modified and amended by the vote of at least a majority 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.

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

Lot 7: Lot 7, approximately one acre off of Maple Street, is designated as common land under the ownership and authority of the Johnson Place Home Owners and is to be used as a park, play ground and or location of a mail kiosk area as determined by the Home Owners. Said Lot shall be maintained in accordance to the standards of the rest of the development.

*Remainder of this document intentionally left blank
Signature Page To Follow*

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed on the day and date first above written

GORDON JOHNSON, JR.

MELINDA KAY JOHNSON

STATE OF TENNESSEE
COUNTY OF BEDFORD.

Personally appeared before the undersigned Notary Public in and for said State and County, the within named GORDON JOHNSON, JR. and wife, MELINDA KAY JOHNSON, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in Shelbyville, Tennessee, this 28th day of June, 2022.

Notary Public

My commission expires: _____

F:\Our Documents\Carol\2022\22-0467 Johnson To Akers - Cash\Johnson Place Covenants6_12_22.Docx