

KENTUCKY LAKE HEIGHTS - PROTECTIVE COVENANTS

KENTUCKY LAKE HEIGHTS SUBDIVISION PROTECTIVE COVENANTS

Conditions, covenants, restrictions, and easements affecting property of the Kentucky Lake Heights Subdivision.

This Declaration, made this 31st day of August, 1973, by Dan Mattingly and wife, Lillian Mattingly, and Carl Robertson and wife, Martha Robertson, hereinafter called the "Declarants."

W I T N E S S E T H:

WHEREAS, Declarants are the owners of the real property described in Clause I of this Declaration, and are desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof:

NOW, THEREFORE, we, DAN MATTINGLY and wife, LILLIAN MATTINGLY, and CARL ROBERTSON and wife, MARTHA ROBERTSON, hereby declare that the real property described in and referred to in Clause I hereof, is, and shall be, held, transferred, sold and conveyed subject to the conditions, reservations, restrictions, covenants and easements hereinafter set forth:

DEFINITION OF TERMS

LOT: A piece, parcel or plot of land in one ownership, which may include one or more lots of record occupied or to be occupied by one principal building and its accessory buildings and including the open space required in these Covenants.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations and easements, with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the new Twelfth, old Eighth, Civil District of Benton County, Tennessee, and was conveyed to the Declarants herein under the following instruments:

- (1) Warranty deed executed by R. L. Culpepper and wife, Lola Culpepper, to Dan Mattingly and Carl Robertson, dated June 28, 1972, filed for record on June 30, 1972, and recorded in Deed Book 74, at page 303;
- (2) Warranty deed executed by Howard A. Trammell, a single man, to Dan Mattingly and Carl Robertson, dated May 25, 1973, filed for record May 25, 1973, and recorded in Deed Book 78, at pages 254-258,

both in the Register's office of Benton County, Tennessee.

Only a portion of the property described and conveyed in the above set out instruments shall be herein restricted as hereinafter set out, said restrictions shall specifically include all property shown on plat of record which was derived from said conveyances heretofore described. Said plat of record is as follows:

Plat Book 2, page 99, in the Register's office of Benton County, Tennessee.

It is further stipulated that the hereinafter set out restrictions shall also cover any property shown on future plats to be put to record that were derived from the conveyances heretofore set out in this instrument, and as shown on the above referred to plat as future development land.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subject to the covenants, restrictions, conditions, reservations and easements hereby declared to insure the best use and most appropriate development and improvements of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the

value of their property; to preserve, so far as practicable, the natural beauty of said property; to insure the highest and best development of said property; to secure and maintain proper setbacks from lot lines and roads, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the proposed location of the structure on the lot or building plot have been approved by the Architectural Control Committee as to quality or workmanship and materials, harmony of external design with existing structures and as to location with respect to topography, finish grade elevation, existing shade trees, building lines and these restrictions. The Architectural Control Committee expressly reserves the right to reject any plan submitted because of lack of harmony or external design with existing structures; or because of too great a similarity to nearby existing structures; or any plans that, respecting front building line, do not harmonize with nearby existing structures or do not permit the preservation of existing shade trees. Approval shall be as hereinafter provided.

LAND USE AND BUILDING TYPE

All lots included in the above set out property, except Plot C, Lots 10, 12, 13, 14, 17, 18, 21, 22, 23 and 24, shall be known and described as residential lots, which shall not be subdivided or partitioned for resale or use as residential lots. No structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family unit. However, nothing in this paragraph expressly prohibits the erection of a duplex with 2 separate and distinct single-family units. Any garage or other accessory building erected shall conform generally in appearance and materials to the dwelling erected on said premises and may be attached thereto if desired.

TEMPORARY QUARTERS:

No trailer, basement, tent, shack, garage, barn, modular home or other form of temporary shelter or dwelling of a temporary character shall be permitted to be erected or used as a temporary or permanent residence on said property, except during and in connection with the development and construction of this subdivision.

TYPE BUILDING:

The exterior of any structures erected or constructed on any of said property must be approved by the Architectural Control Committee herein or must be at least 1/3rd brick. The ground floor area of the main structure, exclusive of open porches and

garage, shall be not less than 1100 square feet of living space. No two story dwelling shall be erected without the prior approval of the Architectural Control Committee.

BUILDING LOCATION ON LOTS:

All buildings erected on Lots D-1 through D-9, as shown on the plat of record in Plat Book 2, at page 99, in said Register's office, shall be set back from the front lot line at least 30 feet. All other lots under this Declaration shall have a front setback line of 35 feet. There must be a total of 15 feet side yards, with no building being erected nearer than 5 feet to any side line. No buildings shall be placed nearer than 15 feet to the rear lot line on any interior lots. No building or portion thereof placed on a lake front lot shall be built below the contour line as designated by the Tennessee Valley Authority.

SEWERAGE REGULATIONS:

All sewage disposal systems from any residence on the premises must meet all requirements of the sanitary laws of the County of Benton and State of Tennessee. There shall be no out-door toilets permitted on these premises. Each property owner shall be responsible for his individual sewerage system.

GARBAGE REGULATIONS:

No garbage or debris shall be allowed to accumulate on said property and if a commercial garbage pick-up service is available to said area, then owners of dwellings on said property shall subscribe to the same.

GARBAGE DISPOSAL:

Each residence shall contain an approved type of garbage disposal in connection with the kitchen sink.

EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the above mentioned recorded plat and to be shown on all future plats.

ANIMALS:

No animals may be kept on the premises referred to in this Declaration except household pets. No dog may be kept on the premises which molests the persons or property of adjacent landowners, or habitually makes night-time disturbances.

NUISANCE:

No nuisance of any kind shall be maintained or allowed on the premises, nor any use thereof made or permitted which shall be obnoxious or dangerous to health.

TVA EASEMENTS AND RESERVATIONS:

It is hereby stipulated that 16.5 acres of the real estate conveyed to the Declarants herein by Trammell under the above mentioned deed is subject to a flowage easement to TVA, under instrument of record in Deed Book 33, at pages 511-512, in said Register's office, and that certain portions of the property conveyed to Declarants by R. L. Culpepper and wife and by Howard Trammell, under the above mentioned deeds are subject to all easements, restrictions, reservations, conditions and covenants contained in a deed from TVA to the said Culpepper and wife, of record in Deed Book 54, at page 320, in said Register's office.

ARCHITECTURAL CONTROL COMMITTEE:

(A) The Architectural Control Committee is composed of the officers of Kelly-Cook, Inc., a Michigan Corporation, and anyone else so designated by them by written memoranda. A majority of the committee may designate a representative to act for it by written memoranda. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor by written memoranda. Neither the members of the Committee nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant.

(b) All requests of lot owners as well as the Committee's Approval or Disapproval as required in these covenants shall be in writing and dated. In the event the Committee or its designated representative fails to approve or to disapprove within 30 days after submission to it of plans, specifications and written request for the approval thereof signed by the owner, or in any event, if no suit to enjoin construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with, provided the same shall not be in violation of the limitations expressly elsewhere herein incorporated. It is the intent and purpose of this provision to require the lot owner to obtain approval of the Committee and that failure to obtain such approval of the Committee and that a failure to obtain such approval because of lapse of time shall not give lot owner a right to deviate from the minimum requirements herein specified. Written approval of proposed plans and plot plans must be obtained from the Architectural Control Committee before the Township is authorized to issue a building permit.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant in whole or in part, either to restrain violation or to recover damages.

Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The undersigned Walter N. Baker and wife, Anitta Baker, and Leon Hayes and wife, Rachel Hayes, at present being the owners of certain lots in Kentucky Lake Heights Subdivision, join in this Declaration for the purpose of placing those certain lots owned by them under the covenants, conditions, reservations and easements herein set out for said Kentucky Lake Heights Subdivision.

WITNESS our hands this 31ST day of August, 1973.

Dan Mattingly
Dan Mattingly

Lillian Mattingly
Lillian Mattingly

Walter N. Baker
Walter N. Baker

Anitta Baker
Anitta Baker

Carl Robertson
Carl Robertson

Martha Robertson
Martha Robertson

By: Charles Mattingly
Attorney in fact

Leon Hayes
Leon Hayes

Rachel Hayes
Rachel Hayes

STATE OF TENNESSEE)

COUNTY OF BENTON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Dan Mattingly and wife, Lillian Mattingly, Carl Robertson, Walter N. Baker and wife, Anitta Baker, and Leon Hayes and wife, Rachel Hayes, the bargain-