

## **AMENDED RESTRICTIVE COVENANTS FOR BELLEAU WOODS SUBDIVISION**

WHEREAS, the undersigned, Belleau Woods Homeowners Association, a Tennessee nonprofit corporation (hereinafter referred to as "Association"), and the Lot Owners specified in the Addendum attached hereto of Belleau Woods Subdivision ("Subdivision") desire to amend the covenants, conditions, and restrictions ("CCRs") set out by the following instruments recorded in the Register's Office of Hamilton County, Tennessee:

- *Restrictive Covenants for Belleau Woods Subdivision*, Lots 1-80, recorded on Book GI 5473 at Page 310 (Inst. 1999102900037) on October 29, 1999;
  - As amended by the *Amendment and Waiver To Restrictive Covenants For Belleau Woods Subdivision Lot One (1)* recorded in Book GI 9352 Page 129 (Inst. 2011021800103) on February 18, 2011;
- Plat Book 60 Page 169;
- *Belleau Woods Subdivision Unit Three Restrictive Covenants*, applicable to Unit 3 Lots 161 – 180, recorded in Book GI 6310 Page 401 (Inst. 2002072300104) on July 23, 2002;
- Plat Book 69, Page 67;
- *Belleau Woods Subdivision Unit Five [sic] Restrictive Covenants*, applicable to Unit 4 Lots 216-262, recorded in Book GI 6395 Page 815 (Inst. 2002100700378) on September 30, 2003;
- Plat Book 72, Page 192;
- *Belleau Woods Subdivision Unit Four Restrictive Covenants*, applicable to Unit 4 Lots 181-215, recorded in Book GI 6395 Page 815 (Inst. 2002100700378) on October 7, 2002;
- Plat Book 69, Page 183;
- *Belleau Woods Subdivision Unit Five Restrictive Covenants*, applicable to Unit 5 Lots 216-263, recorded in Book GI 6860 Page 515 (Inst. 2003091800142) on September 18, 2003;

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owner, as well as the future owners of all listed Lots of the Subdivision, the following covenants, conditions, and restrictions are made, amended, declared, and imposed, and each and every conveyance of any one of the listed Subdivision Lots shall be subject to conditions, reservations, covenants, and agreements which shall run with the land in perpetuity, as follows:

1. All of the Subdivision Lots shall be, and shall be known and described as, single family residential Lots and shall be used only for residential purposes. Except as provided in this document, no structure shall be erected, altered, placed, or permitted to remain on any of the Subdivision Lots other than one (1) single family dwelling and attached garage. Detached garages may be allowed by the Association provided that the structure is constructed in a manner similar to the main house and the house is designed to have a detached garage. Before any detached garage is constructed, the plans for the house and the garage must be submitted

to the Association for approval, which shall be given or denied in writing. The decision to approve or deny permission for a detached garage shall be in the sole discretion of Association based upon whether the structure and its location will be consistent with the architectural standards of the Subdivision.

2. No Lot shall be used as a street or easement for access to any adjacent property without submitting for approval in writing to the Association and procuring its written approval. The Association shall not have any obligation to permit such street or easement. The decision to do so, or not to do so, shall be in the sole discretion of the Association.
3. No residence shall be designed, patterned, constructed, or maintained to serve for the use of more than one family. No residence shall be used as a multiple family dwelling at any time. No Lot or residence may be used, in whole or in part, for any business service or activity, or for any commercial purpose, except that a home office may be permitted, subject to the following limitations: (a) the home office shall not generate customer or client visits to the Lot; (b) the operation of the home office shall not result in a significant increase in deliveries or traffic; (c) no signage, advertising, or other external indication of the business shall be visible from the exterior of the Lot; and (d) the home office shall be conducted in a manner that does not create a nuisance, disturbance, or unreasonable interference with the quiet enjoyment of other Lots. No Lot shall be used for any other business or revenue-generating purposes, or for the use or storage of trucks or other equipment without express written permission of the Association.
4. No residence shall be located on any one of the Subdivision Lots nearer than twenty-five (25) feet to the front line or any side street line; nor nearer than ten (10) feet to any side Lot line; nor set off of the rear boundary line less than twenty-five (25) feet. This requirement may be waived by the Association if it, in its sole discretion, determines that any such waiver shall be in the best interests of the Subdivision.
5. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision. In particular, boats, tractor trucks, motor homes, inoperative or abandoned automobiles, and/or camping trailers shall not be frequently or habitually parked on a driveway located on any Lot within the Subdivision. Nor shall the owner of any Lot park a boat, tractor trailer, motor home, inoperative or abandoned automobiles, and/or camping trailers in the streets or driveways therein, or carry on any major repairs to any automobile, boat, or other vehicle in a driveway or street in the Subdivision.
6. No part of any Lot shall be used for residential purposes until after a completed dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon. The intent of this paragraph is to prevent the use of a garage, incomplete structure, trailer, tent, outbuilding, or other structure as temporary living quarters before or pending the completion of a permanent building. No structure of temporary character, including trailers and similar

structures, shall be erected or permitted to remain on any Lot except during the period of construction and with the express written permission of the Association.

7. Any structure being erected on a Lot shall be completed within twelve (12) months from the date of closing on the purchase of the Lot.
8. No house shall be erected or permitted to remain in the Subdivision unless it has the number of square feet of enclosed, heated living area, exclusive of open or screened porches, garages or basements, set forth in this paragraph:
  - 8.1.1. As to single level houses, without a basement, a minimum of 1800 square feet; if a two level building a minimum of 800 square feet must be on the first floor, and a minimum of 1800 square feet in the house.
  - 8.1.2. As to split-level, and split-foyer houses, a minimum of 1,800 square feet. The Association will consider split-level and split foyer plans that are presented to it, but shall closely examine them to determine if they will fit into the architectural standards for the Subdivision.
9. All houses and other structures shall have a conventional and acceptable frontal appearance from the main street fronting said Lots, as set forth in this document All houses shall have a concrete sidewalk of the same width as the sidewalks on the Lots to either side ( or in a width determined to be suitable by the Association where no adjoining sidewalks have been constructed) and in the same position relative to the curb of the street. All houses shall have a concrete, pea gravel, brick paver or patterned (stamped) concrete driveway. All houses shall have a mailbox constructed of cast aluminum, or similar material, in a design acceptable to the Association. Plans for the design of all mailboxes shall be submitted to the Association and shall not be installed or constructed until written approval of the design is given by the Association. The decision to approve or deny permission for a particular design shall be in the sole discretion of the Association.
10. It shall be permissible for the Association to rearrange boundary lines of Lots, if so desired, and combine Lots or parts of Lots into one building plot, but not to the extent of increasing the number of Lots.
11. The fronts of all dwelling houses shall be constructed using brick veneer, stone veneer, synthetic stucco ("sto" or equivalent) or fiber-cement hardboard siding or its equivalent. No asbestos siding, masonite siding or vinyl siding shall be used on the front of a dwelling house on any Lot, with the exception that siding may be used for soffits, chimney chases, dormer windows and other areas that are deemed by the Association to be consistent with the character of the Subdivision and not to detract from the architectural integrity of the home style established in the Subdivision. No exterior concrete blocks shall be exposed and all concrete blocks shall be veneered with either brick, stone or synthetic stucco. The sole exception shall be for concrete block on the back of dwelling structures, which may be covered with stucco. All

exterior materials shall be approved in writing by the Association prior to construction. The decision to approve or deny material choices shall be in the sole discretion of the Association, its successors or assigns.

12. Before any construction of any dwelling house and all other structures is commenced or carried on plans and specifications for the structures shall be submitted for approval to the Association and written approval thereof procured. It is the intent of the Association to maintain a traditional design with consistent front facade, roof pitch, and exterior design. The decision to approve or deny approval for house plans shall be within the sole discretion of the Association, its successors or assigns, and any committee appointed by the Association for that purpose. The Association, or its successor or assign, shall have the right to grant exceptions to any of these CCRs if, in its sole discretion, allowing the exception would in no way detract from the quality, appearance, and architectural style intended for the structures that shall be built in the Subdivision.
13. No sheep, goats, swine, horses, cattle, burros, fowl, or any like animals shall be permitted to be kept or to remain on any of the Lots in the Subdivision, or to roam at large on any of the streets or ways in or bordering the same. There shall be no commercial breeding of domestic pets. No liquor, beer, wine, or other intoxicating substances shall be sold within the bounds of said Subdivision.
14. Regardless of whether it is expressly stated in any deed conveying any one or more of the Subdivision Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon, and to these CCRs.
15. All of the Subdivision Lots must from the date of purchase be maintained by the owner in a neat and orderly condition, e.g. grass being cut when needed, as well as leaves, broken limbs and other debris being removed when needed. In the event that an owner of a Lot fails of his own volition to maintain his Lot in a neat and orderly condition, the Association, or its duly appointed agent, may enter upon the Lot without liability and proceed to put the Lot into an orderly condition, billing the cost of such work to the Lot owner.
16. Outbuildings, and other quarters may be constructed provided their construction and appearance is architecturally and structurally similar to the front elevation of the main dwelling house and similar materials are used. Before any construction is commenced on any such structure, plans and specifications shall be submitted for approval to the Association and written approval obtained. No such structures, other than the main dwelling house, shall be included in complying with the minimum square footage requirements set forth above.
17. No fence may be erected forward of the midpoint of the side line of the dwelling house. Fences must be at least six (6) feet and no more than eight (8) feet in height. Fences must be constructed of a material that is comparable and aesthetically compatible with the material used in the construction of the house. Fences of cedar, ornamental iron and brick, brick or mountain stone shall be preferred. Fences constructed of white vinyl may be built provided

that the Association determines that the location and design of such fence shall in no way detract from the architectural standard for the Subdivision. Any wooden fences must have the finished boards oriented toward the outside of the Lot and away from the house, and the lateral structural boards oriented toward the house so as not to be visible from other Lots. No chain link fences shall be permitted. Fences on corner Lots may not be located any closer to any side street than the side of the dwelling house. The plans and location for all fences must be submitted to the Association for written approval prior to construction. No construction of a fence may commence without the prior written approval of the Association. The Association will specifically avoid fences on adjoining Lots that are constructed in a manner that will leave any area between the sides of the fences. Such small passageways between fences on adjoining Lots will be avoided.

18. The Association shall be allowed to waive any of the restrictions set forth herein, provided that any such waiver results in a change which is consistent with the architectural and environmental concerns set forth in this document, as interpreted and determined in the sole discretion of the Association. Any such waiver shall be in writing and the decision by the Association to grant or deny any requested waiver shall be final.
19. All Lots shall have a gas or electric lamp installed no further than ten (10') feet from the mailbox for the dwelling house. All lots shall, at minimum, illuminate their lamps from dusk to dawn. The design of all lamps shall be consistent and must be submitted to the Association for approval prior to installation.
20. All Lots shall have a sodded front yard and a landscaping plan that is acceptable for the standards of the Subdivision. At the time that plans and specifications for the main dwelling house and other structures is submitted to the Association, a landscaping plan shall be submitted to the Association which shall show the location, size, and type of all sod, plants, bushes, and other landscaping items that shall be installed with the house. The Association shall, in its sole discretion, determine whether the plan meets the standards to be maintained for the Subdivision and shall either approve or deny the landscaping plan, in writing. No construction of any kind shall commence until such plan has been approved in writing by the Association.
21. Every owner of record of a Lot shall be a member of the Association, shall have one vote per Lot, and shall pay annual and special assessments in the amount and on the schedule determined by the Board of the Association. Membership shall be mandatory, appurtenant to ownership of the Lot, and may not be terminated by any Owner. Assessments shall be for the management, upkeep, maintenance, and operations of the Subdivision's common elements. Any assessment that is not properly and fully paid shall bear interest at the maximum allowable rate or the then-prevailing judgment interest rate published by the Tennessee Department of Financial Institutions as set in Public Chapter 1043, whichever is higher. All payments upon the account shall be applied first to interest and then to the assessment payment first due. The Association shall have all rights provided in T.C.A. § 66-27-415 including, without limitation,

the right to impose a lien on the Lot and to foreclose the lien by judicial action or in like manner as a deed of trust with power of sale. The Association, at its option, may additionally or alternatively bring suit in a court of competent jurisdiction to collect the unpaid assessment, interest, and all costs incident to the collection and the action, suit, or proceedings including, without limiting the same, to reasonable attorney's fees, court costs, and other collection expenses.

22. If for any reason any one or more of the foregoing CCRs is construed by judgment or decree of any Court of record to be invalid, such judgment or decree shall not affect any of the other provisions, which shall remain in full force and effect, the Association hereby declaring that said restrictions are not interdependent but are severable, and any one would have been adopted even without the others.
23. It is expressly stipulated that the covenants and conditions set forth in this instrument apply solely to the herein listed Lots.
24. Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every of the said Lots of land and all titles to, and estates therein, shall be binding upon each and every owner and occupant of the same in perpetuity unless by action of a minimum of two-thirds (67% per cent) of the then owners of the Lots it is agreed to change said CCRs in whole or in part, provided further that this instrument evidencing such action must be in writing and shall be duly recorded in the Register's office of Hamilton County, Tennessee. The said covenants, conditions and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be thereon.
25. Providing, that in the event of violation of setback lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by the Association.
26. The Association, and/or any person owning any Lot or Lots in the Subdivision, may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the CCRs herein provided and either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorney's fees and court costs incurred in the enforcement of these CCRs.
27. Restrictions Governing Leasing and Rental of Residences
  - 27.1. Pre-approval Required. No Lot Owner shall be permitted to lease any Lot, including the residence thereon, for any duration without first obtaining the written permission, approval, and ratification of any such lease from the Board. Any lease must be in writing, signed by the Lot Owner and proposed lessee(s), and submitted for approval at least ten business days prior to the commencement of the occupancy period by emailing a copy of the proposed lease to the Board.

27.2. Mandatory Lease Terms and Conditions. Any prospective lease must contain the following provisions:

27.2.1. Prior to moving into or occupying the Lot, each lessee must contact the Board or its designee to notify it of the upcoming move-in or occupancy date.

27.2.2. Every lease must disclose the names, phone numbers, email address, mailing address, and ages of all occupants of the Lot and specify the term of the lease.

27.2.3. Every lessee must acknowledge that s/he has been provided a copy of these CCRs and that his/her use of the Lot is subject to these CCRs, including rules regarding noises, vandalism, or the interference with the rights of other Owners and of the provisions of this leasing policy.

27.2.4. Every lessee and Owner must acknowledge that the Owner shall be fined for any such violations.

27.2.5. Every lessee must agree to hold the Board, the Association, and any property manager harmless from any claims, actions, damages, liabilities, and expenses related to his/her occupancy.

27.2.6. In the event a lease is renewed for an additional period, the proposed renewal lease must be submitted for approval by the Board.

27.2.7. No subletting shall be allowed under any circumstances.

27.2.8. Except as prohibited by laws against familiar status discrimination, no Lot may have more tenants or roommates than bedrooms.

27.3. Advertising. Due to the difficulties of monitoring and enforcement, any advertisement of any type for the lease, rent, or occupation of an Lot in contradiction of these CCRs constitutes prima facie evidence of the Owner's intent to lease the property in violation of the CCRs and may be dealt with the same as if an actual violation has occurred.

27.4. Short Term Leases Prohibited. A "short-term" lease is a lease, rental, or occupancy agreement less than six consecutive (6) calendar months. No leases for "short-term" periods are permitted; in other words, any lease must be for at least six (6) full, consecutive calendar months.

## 28. Provisions For Violations Of All Types.

28.1. In all cases the violation must be remedied in addition to paying the fine. The deadline for the remedy shall be set by the Board.

- 28.2. All provisions of the Declaration, By-Laws, and Rules and Regulations are cumulative. Any remedy may be concurrently pursued by the Association without limitation to any other remedy.
- 28.3. Payment of any fine is due within thirty (30) days of issuance.
- 28.4. Should the Lot Owner dispute the fine, s/he may request a hearing before the Board within ten (10) days of issuance of the fine. If a hearing is requested, the fine shall not be due until such time as the Board hears the matter and issues a decision affirming, modifying, or reversing the imposition of the fine.
- 28.5. In extraordinary circumstances, the Board may void, decrease, or rescind any fine for good cause shown.
- 28.6. The Board may, in its discretion, revise the fine structure set forth in these CCRs but the revised fine structure shall not be imposed prior to dissemination to the Association members.
- 28.7. Nothing herein prevents the Board or its management agent from bringing suit on behalf of the Association against the owner for damages or injunctive relief, or from executing its right of foreclosure, especially when the circumstances dictate that the delay for an opportunity to cure would be detrimental to the best interest of the Association or its member(s).
- 28.8. Unpaid fines shall be a lien upon the Lot as all other unpaid assessments and may be enforced as such. Unpaid fines shall be subject to interest at the same rate as unpaid assessments. The Lot Owner will additionally be liable for all costs of collection including reasonable attorney fees and court filing fees.

## 29. Fines For Violations Other Than Prohibited Leasing.

- 29.1. Any first rule violation may, at the discretion of the Board, be subject immediately to a fine or may be addressed through an oral or written warning.
- 29.2. The fine for a first violation is \$100.00.
- 29.3. The fine for a second violation is \$300.00. The second violation need not be the same type or nature as the first violation, but may, in the discretion of the Board, be treated as a first violation if the second violation is of a different kind than the first violation, or if there are extenuating circumstances which indicate a \$100.00 fine would be more appropriate than a \$300.00 fine.
- 29.4. The fine for a third or subsequent violation is \$1,000.00. The third violation need not be the same type or nature as the first and second violations, but may, in the discretion of the Board, be treated as a second violation if the third violation is of



a different kind than the first or second violations, or if there are extenuating circumstances which indicate a \$300.00 fine would be more appropriate than a \$1,000.00 fine.

- 29.5. Parking Violations: In lieu of, or in addition to a fine described above, at the discretion of the Board, any vehicle parked in an unauthorized location or in a manner which creates or increases the danger to drivers, pedestrians, or property, may be towed at the direction of the Board or the management agent at the expense of the vehicle owner.

### 30. Fines For Prohibited Leasing Violations.

- 30.1. In lieu of a fine for a first violation, the Board may issue a warning (oral or written) to the Owner. Should the Owner ignore the warning and commit a second or subsequent violation, the fine for that number violation shall be used. For example, if an Owner violates the leasing provisions and receives a warning instead of a fine for that first violation, should the Owner violate the lease provisions again, the fine for a second violation shall be used.
- 30.2. For a first violation, the fine shall be 75% of the advertised price or \$1,000, whichever is greater.
- 30.3. Upon a second violation by the owner, the fine shall be 85% of the advertised price or \$3,000, whichever is greater.
- 30.4. Upon a third violation by the owner, the fine shall be 90% of the advertised price or \$4,000, whichever is greater.
- 30.5. In any instance where there is no advertised price and the owner is not willing to reveal the advertised price, the fine shall be the monetary prices listed above.

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