

# 338

**PROTECTIVE COVENANTS**  
**FOR**  
**CRYSTAL COVE**  
**A RESIDENTIAL SUBDIVISION**

**THIS DECLARATION of Protective Covenants, made this 9th day of June, 1997, by BLUEGREEN CORPORATION OF TENNESSEE, hereinafter referred to as "OWNER".**

**WITNESSETH:**

**THAT WHEREAS, said OWNER is owner of certain real estate located in the fifth Civil District of Roane County, Tennessee, as shown by plat of Crystal Cove, a residential subdivision development of record in Plat Cabinet A, Slides 149(1) - 152(1), in the Office of the Register of Deeds for Roane County, Tennessee. These Protective Covenants pertain to certain numbered lots as shown on the above referenced plat; and,**

**WHEREAS, it being to the interest, benefit and advantage of said OWNER, and to each and every person who shall hereafter own any lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of the same be established. The OWNER sets forth and declares the following to be covenants running with the land.**

**NOW THEREFORE, for and in consideration of the premises and of the benefit to be derived by said OWNER does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any other owner(s) hereafter.**

**These covenants are to take effect immediately and shall be binding on all parties and all persons who from time to time may be the owners of lots in said subdivision until January 1, 2018, at which said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.**

**If the parties hereto or any of them or their heirs or assigns, or those claiming through them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated within said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing so to recover damages or obtain other relief, as a result of such violation or violations.**

**Invalidation of any one of the covenants by judgment, or court order shall not in any way affect any of the other provisions which shall remain in full force and effect. The failure to enforce any of the protective covenants at the time of the violation thereof shall not be deemed a waiver of the right of further enforcement of such covenant or any other covenant or restriction.**

1. **RESIDENTIAL AREA USE AND BUILDING TYPE:** Unless otherwise designated on the recorded plat, each lot shall be used only for residential purposes and no residence shall be erected, constructed, maintained, used or permitted to remain on any lot other than one (1) single family dwelling not to exceed two and one-half (2 1/2) stories in height. Dwellings of one story above ground level shall contain, in the heated living area thereof (exclusive of basement, porches or garage) not less than fifteen hundred (1,500) square feet. Dwellings of two stories above ground level shall contain in the heated living area thereof (exclusive of basement, porches or garage) not less than fifteen hundred (1,500) total square feet, inclusive of both stories, with the main floor to contain not less than one thousand (1,000) square feet.

2. Construction must equal or exceed the requirements that are in effect at the time construction is started according to the provisions of the Southern Building Code or its successor. Heated living area having clear head room of less than five (5) feet shall not be included in any computation or calculation of heated living area of any dwelling for the purpose of this covenant.

3. **SETBACKS AND BUILDING LOCATION:** No building or any part thereof, shall be erected on any lot nearer than thirty five (35) feet to the front tract line or nearer than thirty five (35) feet to any side street line. No building shall be located nearer than ten (10) feet to any interior tract line or nearer than twenty (20) feet to any rear tract line, except if the rear tract line is the 745 contour line, then the rear setback line of twenty (20) feet from the 750 contour is not required. On lots which are contiguous to the lake, no building or other improvement may be constructed below elevation 750 unless otherwise permitted by the Tennessee Valley Authority. Should the minimum building setback line for any particular lot shown on the recorded plat above referenced to be in conflict with the above specified setback lines, then the maximum building setback lines reflected on said plat shall control as to such lot.

4. **GARAGES:** A private garage may be built separately or attached to and made a part of the dwelling, but must be made of the same materials and conform in construction with the dwelling, and must be built at the same time or after construction of the dwelling.

5. **OUTBUILDINGS:** Any separate storage building, workshop or other incidental out building is allowed provided that the architectural style, quality of construction and building material are consistent with the caliber and appearance of the main residence structure. All out buildings must be approved by the Architectural Control Committee prior to construction.

6. All exterior construction upon all lots must be either completed or enclosed to include windows, doors, siding and roof within one (1) year of commencement of construction.

7. Any person undertaking any construction on a lot and the owner of such lot shall be responsible for maintaining the continuing cleanliness of, and repairing any damage to, any street resulting from construction on such lot.

8. **CULVERTS:** All driveway crossings shall have a culvert of not less than fifteen (15) inches, or a culvert approved by the government agency responsible for the maintenance of the adjacent road, so that the driveway does not restrict the flow of water for drainage or storm relief purposes.

9. The exterior walls of any structure or dwelling on any such lot shall be of new materials consisting of wood, log, stone, stucco, brick or vinyl and must be of natural colors. White vinyl is prohibited as well as any type or color of aluminum siding.

10. No exposed concrete block shall remain on any exterior wall above ground.

11. All block foundations shall be fully enclosed at the exterior walls. Pier-type foundations are permitted as long as the pier design is approved by the Architectural Committee.

12. There shall be no trailers, basements, buses, mobile homes, double-wide mobile homes, pre-fabricated homes, modular homes or any derivative of the foregoing, situated on any lot as a residence or for storage, either temporary or permanently.

*System Built*

13. No above-ground swimming pools shall be permitted on any lot.

14. **NUISANCES:** 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 neighborhood.

15. **COMMERCIAL USE:** No store, tavern or other public, commercial, industrial or professional business shall at any time be maintained or established or conducted or permitted on any residential lot in the subdivision. The OWNER reserves the right to erect a sales office to be used for commercial activity during the period of development of said subdivision.

\*

16. **MAINTENANCE:** Each lot owner shall keep their lot or lots properly maintained and groomed in a neat and sanitary condition. Each owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Junked, inoperative or unlicensed vehicles shall not be stored or kept on any lot for a period of more than thirty (30) days unless housed or kept in a garage of the type described in Article B hereof.

17. **PETS, LIVESTOCK and POULTRY:** No livestock, sheep, swine or poultry shall be kept or maintained on any lot. Household pets, such as dogs and cats are permitted so

long as they are not kept or maintained for commercial purposes. No domestic pets shall be permitted to run at large so as to become a disturbance to other lot owners or endanger existing wildlife. No trapping or discharging of firearms shall be permitted within the subdivision.

18. **SIGNS:** No sign of any kind shall be displayed to the public view on any tract except one professional sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during construction and sales period. The OWNER reserves the right to display signs of a larger size for promotion of the development and to construct subdivision entry and directional signs.

19. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot unless the lot does not have central sewer provided to the lot line. If an individual lot is approved by the developer for an individual septic, the septic must be approved by the Tennessee Department of Health.

20. **FENCES:** All fencing and walls must be attractive and consistent with color and materials used on the main dwelling and must be approved by the Architectural Control Committee. Chain link fences are not permitted, except as pet enclosure on the back of the lot or to surround swimming pools or tennis courts.

21. **DRIVEWAYS:** All drive-ways must be paved with concrete or asphalt or other materials approved by the Architectural Control Committee.

22. **MAILBOXES:** All mailboxes shall be enclosed with materials consistent with the main dwelling.

23. **RECREATION VEHICLES:** Recreational vehicles including camping trailers, boats, motor homes, and the like shall be parked at the rear of any lot and shall be out of sight to the general public.

24. **FURTHER SUBDIVISION OF LOTS:** No lot shall be further subdivided or its boundary lines changed in any way except by the OWNER, which specifically reserves the right to modify the plans of the subdivision plat, to change the size and shape of lots, the direction and location of streets and roads, or to annul the same; provided that no such changes shall have the effect of denying any lot convenient access to a street or road, unless the owner of such lot consents thereto.

25. **EASEMENTS:** OWNER reserves unto itself, its successors and assigns, the right to erect and maintain all utility and electric lines, and grant easements for utility purposes, with the right of ingress and egress for the purpose of installing and maintaining such easements and structures and utility lines situated thereon; on, over, and under a strip of land fifteen (15) feet wide along the front, and ten (10) feet wide along each side and rear lot lines of each lot. No structures, plantings, or other materials shall be placed or permitted to remain,

4

or activities undertaken thereon, which may damage or interfere with the usage of said easements for utility purposes. The areas of any lot affected by such easements shall, except for improvement situated thereon by a public authority or utility company, be maintained by the owner of the lot.

26. **ARCHITECTURAL CONTROL:** A committee shall be created known as "The Architectural Control Committee", said committee composed of the OWNER and at least two other individuals appointed by the OWNER.

No building shall be erected, placed, altered or permitted to remain on a building lot in the subdivision until the building plans and specifications and the lot plans showing the location of such building or alteration have been approved in writing as to conformity and harmony with the existing structures in the subdivision. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, said plans shall be deemed approved. In the event the Architectural Control Committee rejects plans submitted for approval under this paragraph, upon written request or application of 3/4 of the parties owning lots within a 400 ft. radius of the lot in question at the time said approval is requested, stating that said owners of said property within 400 foot radius desire the approval be given, the same shall be deemed approved by the Architectural Control Committee. A complete set of plans and specifications of the house to be built shall be left with said Architectural Control Committee during the time of construction.

For the purpose of further insuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides and from all points of view, the Architectural Control Committee has the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each building lot in the manner and to the extent set forth herein. No residence or other building, and no fence, walls, utility yard, delivery, swimming pool or other structure or improvement, regardless of size or purpose, whether attached or detached for the main residence, shall be commenced, placed, erected or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, and such other information as the Architectural Control Committee shall require, including, if so required, plans for the grading and landscaping of the building lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Architectural Control Committee and until a copy of all such plans and specifications, as finally approved by the Architectural Control Committee, have been lodged permanently with the Architectural Control Committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse or approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reason connected with future development plans for the owners of said land or contiguous land. In passing upon such

building plans and specifications and lot grading and landscaping plans, the Architectural Control Committee may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building lot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, and the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. All new construction plans must be accompanied by a landscape and site plan in order to ensure proper landscaping on each lot.

The Architectural Control Committee shall have the sole right to grant variances of these restrictions, but all such variances shall conform to the general purposes and standards of the covenants and restrictions herein contained, and shall be for the purposes of curing any ambiguity in any inconsistency between the provision contained herein, to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions, and to release any building lot from any part of the covenants and restrictions (including, without limiting the foregoing, building restriction lines and provisions hereof relating thereto) if the Architectural Control Committee, in its sole judgment, determines that such release is reasonable and does not substantially affect any other building lot in an adverse manner.

## **27. THE CRYSTAL COVE PROPERTY OWNERS ASSOCIATION**

**A. GENERALLY:** The Association is an unincorporated association, the purpose of which is to maintain any real property owned by it, and to further promote the common interests of lot owners in the subdivision.

**B. MEMBERSHIP:** Each owner of a lot in the subdivision shall, by accepting a deed thereto, whether from the OWNER or from a successor lot owner, agree to become a member of the Association, to obey its rules and regulations, and to pay an annual fee to it of not less than fifty (50) dollars.

**C. RIGHTS, PRIVILEGES AND OBLIGATIONS:** The rights, duties, privileges and obligations of membership in the Association shall be those established by its membership.

**D. COLLECTION OF ASSESSMENTS AND THE LIEN THEREOF:**  
The amount of the annual assessment assessed by the Association against each lot shall be paid to it on or before the date specified in the notice of assessment. If not so paid, the amount of such assessment, together with interest thereon at the maximum rate allowed by law, together with costs of collection, including attorneys fees, if any, shall constitute and become a lien on the lot so assessed when the Association causes a notice of such assessment and charges to be recorded in the office of the Roane County, Tennessee, Register of Deeds. The lien provided for therein may be foreclosed by suit by the Association in like manner as a mortgage. The Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy at law or in equity for

the collection of a debt. In all cases, the owner of the lot shall be responsible for all costs of collection.

The annual total assessment shall be set at \$50.00 per year, per lot owned. This assessment is primarily to maintain the front entrance and any other common areas and to pay the administrative costs of the home owners association. This amount cannot be raised except by an affirmation vote of 3/4 of the existing property owners.

The developer shall be exempt from payment of any assessments, dues, or fees charged herein on any property owned by the developer.

28. ANNEXATION: OWNER may, from time to time, and in its sole discretion, annex to the subdivision any other real property owned by it which is contiguous or adjacent to or in the immediate vicinity of the subdivision.

A. MANNER OF ANNEXATION: OWNER shall effect such annexation by recording a plat of the real property and by recording a Supplemental Declaration which shall:

1. Describe the real property being annexed and designated the permissible uses thereof; and,

2. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property; and, declaring that such annexed property is held, and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this declaration. Upon the recording of such plat and the supplemental declaration, the annexed area shall become a part of the subdivision as fully as if such area were part of the subdivision on the date of recording of this declaration.

IN WITNESS WHEREOF, the said BLUEGREEN CORPORATION OF TENNESSEE, has hereunto caused these presents to be executed on this 9<sup>th</sup> day of June, 1997

BLUEGREEN CORPORATION OF TENNESSEE

BY: Robert McCumbs  
Its vice-president and Attorney in Fact

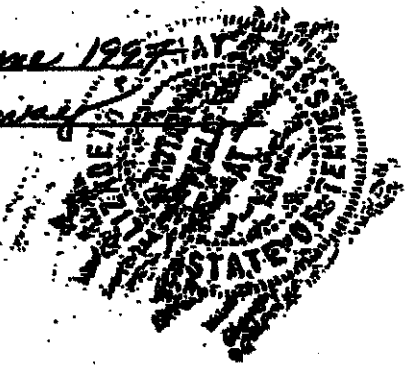
STATE OF TENNESSEE  
COUNTY OF ROANE

Before me, ELIZABETH CONWAY, a Notary Public of the state and county as aforesaid, personally appeared Robert McCumbs, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a vice-president and attorney in fact for BLUEGREEN CORPORATION OF TENNESSEE, the within named bargainer, and that as such, he has been authorized to execute the foregoing instrument on behalf of said corporation for the purposes therein contained, by signing the name of the corporation by himself as such vice-president and attorney in fact.

Witness my hand and official seal at office this

9<sup>th</sup> day of June 1997

Elizabeth Comins  
NOTARY PUBLIC



My Commission expires:

3-17-98

PREPARED BY:

Robert McCombs  
Bluegreen of Tenn  
438 BLACK HOLLOW RD  
ROCKWOOD, TN 37854

STATE OF TENNESSEE, ROANE COUNTY, REGISTER'S OFFICE  
This instrument and certificate were noted in  
Note Book T Page 55 at 11:10 o'clock AM 6-11, 1997  
and recorded in Deed Book R, Series 20, Page 1  
Rec. Fee \$ 32.00 State Tax \$ \_\_\_\_\_ Regs. Fee \$ \_\_\_\_\_  
Total \$ 32.00 Receipt No. 57717

Witness my hand. Marie Croire  
By Gail Woods