

This Instrument Prepared By Bear Lake Partners  
4010 N. Quinland Lake Road, Cookeville, TN 38506

RESTRICTIVE COVENANTS APPLICABLE TO  
COPPERFIELD SUBDIVISION, PHASE III

Brown Properties, Inc., owner in fee simple of the property known as Copperfield Subdivision, Phase III, a subdivision, a plat of which is recorded in the Register's Office of Putnam County, Tennessee, in Plat Cabinet\_\_\_\_\_, Slide\_\_\_\_\_, hereby makes the following declarations as to limitations, restrictions, and uses to which the lots and/or tracts, in the subdivision, may be put, hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on ourselves, and all purchasers of lots and all persons claiming under them, and for the benefit of and limitations upon all future owners of said land, this declaration of restrictions being designed for the purpose of keeping said land desirable, uniform and suitable in architectural design and use as herein specified:

- 1 . Said land shall be used for residential purposes only; and only one house is to be erected or constructed on any lot in said subdivision. In addition, there may be constructed on each lot one outside storage building which shall be constructed in strict harmony with the residence built on said lot, and storage building shall in no event be in front of the building line established for residences, as set out on the recorded plat of Copperfield, Phase III.

Developer, or "Successor Developer," as designated by Developer, shall retain the right to use any lot owned by him as a street to connect, and/or to connect any utilities to any adjoining property that may be developed, and to re-subdivide any lot or tract. Except for the foregoing, no lot in Copperfield, Phase III, shall be used as a street, or to create a street, that would connect to any other property or street. Acceptance of a deed to any lot in the properties shall constitute notice to any such lot owner that Developer is developing Copperfield and its contiguous properties, and may use any lot owned by Developer as a street to connect and/or to connect any utilities to any adjoining property, and every lot owner, by acceptance of such deed, hereby consents to Developer's use of Developer's lot(s) as streets, so long as said streets meet appropriate planning commission regulations. Developer shall be held harmless from any claims, loss, or damages resulting from Developer's use of any of Developer's lots as a street when said street meets appropriate Planning Commission regulations.

- 2 . No dwelling placed on said lots or tracts shall contain less than 1000 square feet in a one-story dwelling; 1,400 square feet in a two-story dwelling; or 1,250 square feet in a split-level residence. The foregoing minimum square footages are exclusive of garages, basements, porches, terraces, carports and similar appurtenances.
- 3 . No illegal or offensive activities as defined by the developers of Copperfield Subdivision, Phase III shall be carried on any lot or tract. No commercial activities shall be carried on from any residences.
- 4 . No house trailers or double-wide house trailers shall be placed or erected on said lots.
- 5 . No cows, swine, or other nuisance shall be permitted to be kept on said property, and the premises shall not be used for the raising or maintenance of any livestock, poultry, or kennels.
- 6 . No temporary structures or partially completed buildings shall be used as residences. No old houses shall be moved to any lot.

7. No garden or crops may be grown on any lot in such a manner as to block or obstruct the view of any dwelling house in said subdivision as viewed from the street on which any such dwelling house faces.
8. No one will be permitted to have a junk car or truck, trash, garbage, or scrap accumulations on said lots.
9. No lots, no houses, no garages, nor any detached buildings can be used for commercial purposes.
10. All exterior materials must be approved by the Southern Building Code.
11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, except for signs used by the developer to advertise the property during the sales period.
12. No shrubbery, bushes, trees, or any vegetation of any kind shall be planted or allowed to grow on any lot that will obstruct the view on any corner of any lot or street, thereby creating a potential safety hazard.
13. All residences shall have a continuous foundation. No outside temporary piers shall be permitted under houses.
14. Violation or threatened violation of any of the aforesaid restrictions shall subject the violator-lot owner to specific performance and/or mandatory injunctive relief in law or in equity. The alleged violating lot owner shall respond in damages for the loss of time and trouble encountered, and all attorney's fees reasonably incurred in enforcing these restrictions. They shall be deemed covenants running with the land. It is further agreed by any purchaser of lots so restricted by his acceptance of a deed thus restricted, that these restrictions are a substantial portion of the consideration exchanged in said conveyance, without which the conveyance would not have been made.

In the event any one or more of the foregoing restrictive covenants are declared to be null and void, or unconstitutional by any court of competent jurisdiction, in the suit involving said property, or said restrictive covenants, all other restrictive covenants shall be and remain in full force and effect.

**WITNESS THEIR HANDS** this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

BEAR LAKE PARTNERS

BY: \_\_\_\_\_  
FRED BROWN

*NOTE: The Second Amended Certificate of Authority For Agent To Act For Bear Lake Partners naming Fred Brown as the Agent is recorded in Book 424, Page 517.*

**STATE OF TENNESSEE  
COUNTY OF PUTNAM**

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, Fred Brown, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office in Cookeville, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Commission expires \_\_\_\_\_  
Notary Public

**STATE OF TENNESSEE, PUTNAM COUNTY**

The foregoing instrument and certificate were noted in Notebook \_\_\_\_\_, Page \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M \_\_\_\_\_, 20\_\_\_\_\_ and were recorded in Warranty Deed Book \_\_\_\_\_, Page \_\_\_\_\_. State Tax Paid \$ \_\_\_\_\_ Fee \_\_\_\_\_ Recording Fee \_\_\_\_\_ Total \$ \_\_\_\_\_.

Witness my hand

Receipt No. \_\_\_\_\_ Register