

This instrument prepared by:  
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**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**LOVELL COVE SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions made and entered into this 10<sup>th</sup> day of July, 2018, by BRYAN E. TESTERMAN, JR. CONSTRUCTION COMPANY, LLC, a Tennessee Limited Liability Company hereinafter referred to as Developer.

**W I T N E S S E T H:**

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent open spaces and other common facilities for the benefit of the said community; and acquired title by deed dated January 10, 2018 of record in Instrument No. 201801120041727; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and related properties and administering and enforcing the covenants and restrictions and collecting the disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Tennessee as a non-profit corporation LOVELL COVE HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

## ARTICLE I

### DEFINITIONS

#### **Section 1.**

The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings.

- (a) "Association" shall mean and refer to the Lovell Cove Homeowners Association, Inc.
- (b) "Board of Directors" shall mean and refer to the Board of Directors of Lovell Cove Homeowner's Association, Inc.
- (c) "Bylaws" shall mean the governing documents for Lovell Cove Homeowners Association.
- (d) "Common Properties" shall mean and refer to those areas of land which Developer proposes to convey or assign his interest and/or responsibilities, and transfer them to the Association for the common use, benefit and enjoyment of the owners of The Properties, including but not limited to amenities, easements and detention basins that may be located and underlying fee may be owned by individual lot owners, and include lights, entrance signs or improvements, street signs and improvements located within the easements and detention basins.
- (e) "Developer" shall mean Bryan E. Testerman, Jr. Construction Company LLC or its successors or assigns.
- (f) "Developer Control Period" shall be that period of time in which Class B Membership has not expired or been relinquished by the Developer, its successors or assigns.
- (g) "Director" shall mean and refer to a Director of or Member of the Board of Directors of Lovell Cove Homeowners Association, Inc.
- (h) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (i) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.
- (j) "Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (k) "Residential" shall mean one single family dwelling per lot. In addition

“Residential” shall mean that no commercial activities may be conducted on any Lot, with the exception of an “in home” business that generates no foot or vehicle traffic.

(l) “Stormwater Covenants” are those covenants for the management of stormwater recorded in 201711070028982, Register’s Office of Knox County, Tennessee.

(m) “Subdivision” shall mean Lovell Cove Subdivision as shown by plat of record in Inst. 201801030040292, Register’s Office, Knox County, Tennessee, and to any amendments and/or corrections made to said plat and recorded in the Register’s Office, Knox County, Tennessee.

(n) “The Properties” shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof and as shown on Lynch Surveys plat bearing Project No. 3939-2 and recorded in Instrument No. 201801030040292, Register’s Office of Knox County, Tennessee.

(o) “Traditional Architecture” shall be defined as residential architecture categorized as other Traditional Single Family Residential Architecture common in the United States and not typically referred to as Contemporary.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION:**

**Section 1. Existing Property.** The real property which is and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Knox County, Tennessee, and is more particularly described as follows:

SITUATED in District Number Six (6) of Knox County, Tennessee, and without the corporate limits of the City of Knoxville,, Tennessee, and being known and designated as all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 37, LOVELL COVE SUBDIVISION, as the same appears of record in Instrument No. 201801030040292, in the Register’s Office of Knox County, Tennessee, to which specific reference is hereby made for a more particular description.

## **ARTICLE III**

### **MEMBERSHIP, BOARD OF DIRECTORS, AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 1. MEMBERSHIP**

Every person or entity who is the owner of a fee or undivided fee interest in and Lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall commence on the date such person or entity becomes the owner of a fee or undivided fee interest in a lot and expires upon the transfer or release of said ownership interest.

**Section 2. VOTING RIGHTS**

The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all those owners as defined in Section 1 with the Exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such person shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. Class A members shall not be entitled to vote until such time as Class B terminates.

CLASS B. Class B members shall be the Developer. The Class B member shall name three persons for the Board of Directors of the Lovell Cove Homeowners Association so long as it owns any lot/lots. Said Class B membership shall be non-transferable and shall remain in the Developer, its successors or assigns, until such time as the Developer, its successors or assigns, has relinquished ownership of all Lots within the subdivision or the Developer deems it appropriate to terminate Class B membership. Once the Developer, its successors or assigns, has relinquished ownership in all lots in the subdivision, Class B membership shall cease to exist and from and after such time there shall only be Class A membership.

**Section 3. BOARD OF DIRECTORS**

The Association shall be governed by a Board of Directors to be elected annually by the membership. Class A members shall elect these Directors. The Class B member is the Developer which shall be the Board of Directors of the Association.

**ARTICLE IV**

**PROPERTY RIGHTS IN THE COMMON PROPERTIES**

**Section 1. MEMBERS' EASEMENTS OF ENJOYMENT.**

Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

**Section 2. TITLE TO COMMON PROPERTIES.**

The Developer may retain the legal title to some or all the Common Properties until such time as in the opinion of the Developer the Association is financially able to maintain the same. At such time the Developer shall convey and transfer the Common Properties and related easements and

detention facility to the Association.

**Section 3. EXTENT OF MEMBERS' EASEMENTS.**

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to take reasonable action to protect and preserve the rights of the Association and the Individual Members in and to the Common Properties, including, but not limited to, rights to prevent the sale or confiscation of said Common Properties from the creditors or lien holders of the Association or Membership.

(b) the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Properties or areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Board of Directors of said Association; provided, however, that no such dedication or transfer, and the conditions and provisions incident thereto.

(d) the right of the Association to enter upon the common properties for the purpose of maintaining or improving said common properties or for the installation of any improvements and shall not be subject to any action for trespass. Notice of entry is not required and is hereby waived by all owners.

**ARTICLE V**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.**

Creation of the Lien and Personal Obligation of Assessments. The Developers for each Lot owned by him within the Property hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association; (1) annual assessments or charges determined in accordance with these Declarations; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Upon default in the payment of such assessments, the Association is authorized and entitled to record a notice of lien claim in the Register's Office for Knox County, Tennessee, and to foreclose that lien claim by attachment and sale of the property through appropriate legal proceedings. Each such assessment, together with such interest thereon, the cost of collection, and reasonable attorney fees, shall also be the personal obligation, jointly and severally, of the person(s) who was the Owner of such property at the time when the assessment fell due. The Association may bring an action in court to recover such assessment, together with interest, costs and reasonable attorney fees, from each person who was an Owner of such Lot at the time when the assessment fell due, which action may be brought in lieu or in addition to the filing or foreclosure of the lien pursuant hereto. The personal

obligation or the delinquent assessments shall not pass to his successors in title unless expressly assumed by them, however the lien on the property shall continue until satisfied or foreclosed by a prior recorded first mortgage.

**Section 2. PURPOSE OF ASSESSMENT.**

The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare and beautification of the Common Properties and related easements and detention basin in The Properties and in particular for the improvement and maintenance of properties, services, facilities devoted to this purpose and related to the use and enjoyment of the Common Properties situated upon The Properties including, but not limited to the payment of taxes and insurance thereon, the amenities, brick pavers in streets, if any, detention basins, landscaping and irrigation, and repair, replacement, and addition thereto, and for the cost of utilities, labor, equipment, materials, management and supervision thereof. The assessments shall not be specifically limited to the Common Properties, but shall extend to and include the right to maintain and repair all of the previously enumerated areas on the street and any lighting, traffic signals and entrance signs pertaining to the subdivision located on Lot1 for which an easement is hereby retained, and the repair and replacement of any street signs located in the subdivision. The cost of the operation and maintenance of street lights and lighting regardless of the location within the subdivision and the proximity to the individual lots shall be borne equally and prorated as to each lot without regard to the ownership; it being the intent of this requirement to insure the safety, enjoyment and security of the entire subdivision.

**Section 3.**

The Developer shall have the right to determine and set the annual assessment for the first year from and after the establishment of the Homeowners Association. The assessment shall be a sum reasonably necessary as deemed by the Developer to defray the expenses of the Association for the first year. From and after the expiration of the first year, the assessment may be adjusted upward or downward as herein provided. The initial assessment shall be \$420.00 per year. Checks should be made payable to Lovell Cove HOA.

In view of the fact that Developer shall incur all of the initial costs of constructing building, and installing common facilities, incurring most of the initial maintenance costs of same, and subsequently transferring said Common Properties to the Association, the said Developer or Affiliates of Developer shall not be required to pay on lots owned by it any annual or special assessment required hereunder or levied by the Association. Further the Developer will incur maintenance costs of the amenities and Common Properties in excess of the maintenance fees for some period of time until the maintenance fees equal the maintenance costs. The Developer shall be entitled to recover these costs of construction and maintenance prior to transferring title to the Common Properties to the Homeowner's Association.

**Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.**

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, as well as related easements and detention

basins, including the necessary fixtures and personal property related thereof, provided that any such assessment shall have the assent of at least three members of the Board of Directors.

**Section 5. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.**

The Association may change the maximum and basis of the assessment fixed by Section 3 hereof prospectively for any period provided that any such change shall have the assent of a majority of the Board of Directors.

**Section 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5.**

The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast Fifty One (51%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.**

The first assessment shall become due and payable on the first day of the month following the lapse of thirty (30) days from the date of the sale of the first lot in Lovell Cove Subdivision. Thereafter as each person or entity becomes a member, such new members' assessment for the current year shall be a pro-rata part of the annual assessment and shall be due on closing. Upon a person or entity's ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his annual assessment. Thereafter the annual assessment shall be due on January 1 of each succeeding year.

It shall be the duty of the Board of Directors to notify each owner of any change in the annual assessment or any special assessment and the due date of such assessment. The requirement of notice shall be satisfied if such notice is given by regular deposit in the United States Mail to the last known address of each such owner. Alternatively upon giving an email address by an owner, notice by email shall be sufficient. The annual assessment shall be due on January 1 of each year to be paid in advance for the entire year.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

**Section 8. EFFECT OF NON-PAYMENT OF ASSESSMENT.**

**THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION.**

If the assessments are not paid within thirty (30) days of the due date (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest and cost of collection as hereinafter provided, thereupon become a continuing lien on the property

which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the said period and shall not pass to his successors in title unless expressly assumed by them. Penalties for late payment may be assessed by the Board in its sole discretion, not exceeding 5% of the amount due for every thirty (30) days of delinquency.

If the Assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and may foreclose the lien against the Owner's Lot, or may take both such actions and there shall be added to the amount of such assessment reasonable attorney's fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees together with the costs of the action.

**Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES.**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due or from the lien of such subsequent assessment. An assessment shall not be subordinate to a mortgage held by a prior owner who was the Owner at the time such assessment accrued. Assessments in which a lien has been filed in the Register's Office prior to financing or refinancing of the Lot shall not be subordinate to the lien of a first mortgage, but must be satisfied prior to finance or refinance of a Lot.

**Section 10. EXEMPT PROPERTY.**

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of an easement or other interest therein dedicated and accepted by the local authority and devoted to public use; (b) all properties exempted from taxation by the laws of the State of Tennessee or United States Government upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

**Section 11. MANAGEMENT.**

The Homeowner's Association acting by and through its Board of Directors shall have the right to engage and employ such individuals, corporations or professional managers for the purpose of managing and maintaining the Common Properties and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Homeowner's Association.



## **ARTICLE VI**

### **RENTALS**

No houses may be occupied by someone other than the owner(s) and his/her immediate family, unless there is a rental agreement in place for a minimum rental period of six (6) months. Said rental agreements shall be in writing, signed by all of the parties, and provide in the rental agreement that the lessees agree to be bound by all the terms and conditions of the Covenants and Restrictions of Lovell Cove Subdivision. The rental agreement shall also provide that the Association may enforce any and all parts of the Covenants and Restrictions, including dues and assessments against the Lessees. Said rental agreement may provide for the shifting of the responsibility for payment of such assessments to the lessees, however in the event of non payment, the lessor shall be responsible, and further indemnify the Association from all costs of collection, court costs, filing fees, and reasonable attorney fees in collecting said assessments or enforcing any part of the Covenants and Restrictions. A duplicate copy of the lease shall be sent to the Association. Failure to abide by the terms of this covenant empowers the Association to terminate the possession of the lessee by the means of a Detainer Warrant filed in the Knox County General Sessions Court. It is specifically recognized that the Association is a third party beneficiary of any rental agreement, arrangement or possession, either written or oral, and the owner grants and transfers to the Association the legal right and ability to act as an owner in terminating the leasehold.

## **ARTICLE VII**

### **TERM**

These covenants are to take effect immediately and shall be binding on all parties and all person claiming under them until January 1, 2030 at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of lots at that time agree to change said covenants in whole or in part. Said changes in the covenants shall be subject to a thirty (30) day window after the January 1 date on the ten (10) year intend in which to record and change pursuant to this section.

## **ARTICLE VIII**

### **ENFORCEMENT**

If the parties hereto or any of their heirs, assigns, renters or other occupiers of a Lot shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association, Board of Directors, Architectural Review Committee, Developer, or any Owner(s) to prosecute any proceeding at law or in equity against the person or persons violating or attempting to

violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other due for such violation. Lot owners bear the responsibility and liability for the actions of renters or any other occupier of a Lot.

(a) Fines. The Board shall also have the power to levy fines against any lot Owner(s) for violation(s) of any Rule or Regulation of the Association or for any covenants or restrictions contained in the Restrictions or Bylaws in accordance with applicable law. Any such find shall be considered and shall be an additional Assessment against the applicable lot Owner(s) and lot(s), and be enforced in the same manner as assessments as contained in Article V.

(b) The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. If the Association, the Architectural Review Committee, the Board or any other person or persons owning a lot shall successfully prosecute in law or equity an action pursuant to this or any other enforcement section of these covenants or restrictions, then that party shall be entitled to receive its reasonable attorney's fees and the cost reasonable necessary to prosecute the case against the party violating the covenants and restrictions herein. In cases where the Association, Board, or the Architectural Review Committee shall employ and attorney in order to enforce or otherwise initiate a violation including the collection of dues, fines and assessments the Association, Board or Architectural Review Committee shall be entitled to recover all reasonable attorney fees, costs of collection and court costs irregardless of whether a lawsuit is filed.

(c) Waiver. No restriction, condition, obligation or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

## **ARTICLE IX**

### **SEVERABILITY**

Invalidation of any one of these covenants by judgment or court order shall not in anyway affect any of the other provisions which shall remain in full force and effect.

## **ARTICLE X**

### **LAND USE AND BUILDING TYPE**

All lots in the Subdivision shall be known and designated as residential lots unless otherwise noted.

No structures shall be erected, altered, placed or permitted to remain on any of the said lots other than one detached single-family dwelling not to exceed two stories in height and a private attached

garage except by approval and sanction of the Lovell Cove Architectural Review Committee.

## **ARTICLE XI**

### **BUILDING LOCATION**

No building shall be located on any lot nearer to any boundary line than setbacks as noted on the subdivision plat, or required by appropriate Zoning Ordinance and/or subdivision regulations, which zoning ordinance and subdivision regulations shall be controlling and the appropriate Zoning Authority shall have the exclusive authority to permit or deny variances in hardship cases as to the rear, side, or front setback requirements.

## **ARTICLE XII**

### **DIVISION OF LOTS**

Not more than one single family dwelling may be erected on any one lot as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any method such as voluntary alienation, partition, judicial sale, or other process of any kind except for the explicit purpose of increasing the size of another lot. If lots are combined the assessment shall be based upon the prior number of lots prior to the combination.

## **ARTICLE XIII**

### **LOVELL COVE ARCHITECTURAL REVIEW COMMITTEE**

No building shall be erected, placed, altered, or permitted to remain on any building lot in the Subdivision until the building plans and specifications and a plan showing the located of a dwelling have been approved in writing by the Lovell Cove Architectural Review Committee as to quality of workmanship and materials, harmony of exterior design (including paint colors), with existing structures and as to location with respect to topography and finish grade level and elevation. The Lovell Cove Architectural Review Committee shall be composed of two members appointed by the Developer. After expiration of Class B Membership the Architectural Review Committee shall be appointed by the Board of Directors. A majority of the Committee may designate a representative to act for the Committee. In the event of death or resignation of any member of the Committee, the Developer shall have the exclusive authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the said Committee or its designated representative fails to approve or disapprove such plans or specifications within twenty (20) days after the same have been submitted to it, such approval shall be implied and no longer required and this covenant will be deemed to have been fully complied with. Further, such plans must be left with Lovell Cove Architectural review Committee

during the period of construction after approval. Further, if no suit to enjoin the construction has been filed prior to completion thereof, approval will not be required and the covenant shall be deemed to be fully made. The Developer shall continue to have the exclusive authority to appoint the Members of the Architectural Review Committee until such time as it shall in writing expressly confer such authority to the Homeowner's Association as provided in Paragraph XXIII.

**Section 1. Purpose, Powers and Duties of the Architectural Review Committee.**

The purpose of the Architectural Review Committee is to assure that the installation, construction or alteration of any Structure of any Lot is submitted to the Architectural Review Committee for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Property; and (ii) as to the location of the Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the Architectural Review Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or property for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

**Section 2. Submission of Plans and Specifications.**

No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefore shall have been first submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Review Committee, including, without being limited to:

- (a) a site plan showing the location of all proposed and existing Structures on the Lot, including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;
- (b) floor plans;
- (c) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;
- (d) specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed Structures and alterations to existing Structures, and also showing front, side and rear elevations;
- (e) plans for landscaping and grading;
- (f) garage door design;
- (g) samples of building and paint materials to be used.
- (h) a comprehensive landscaping plan for each homesite must be designed by a registered Landscape Architect or person of similar competence and must be submitted to and approved by the Architectural Review Committee.

**Section 3. Approval of Builders.**

Any builder or landscaper, prior to performing any work on any Lot on the Property, must first be approved by the Architectural Review Committee as to financial stability, building or landscaping experience and ability to build or landscape Structure or grounds of the class and type of those which are to be built on the Property. Such approval shall be within the sole discretion of the Architectural Review Committee. No Person shall be approved as a builder or landscaper unless such Person obtains his income primarily from construction or landscaping of the type which builder or landscaper is to perform upon the Property. No Owner will be permitted to act as his own builder or contractor except where such Owner obtains his income primarily from the construction of the type of Structures to be construed on the Property and otherwise meets the qualification hereinabove set forth.

**Section 4. Right of Inspection.**

The Architectural Review Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and the Architectural Review Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

**Section 5. Violations.**

(a) If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Review Committee such violation shall have occurred, the Architectural Review Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Architectural Review Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment to which the Owner and his Lot are subject.

(b) The Architectural Review Committee shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within twenty (20) days after the mailing of the aforesaid notice of violation, then the Architectural Review Committee shall have the right to abatement. The Board, upon being informed of such violation by the Architectural Review Committee, shall be entitled to seek equitable relief to enjoin such construction.

**Section 6.** All Builders and Homeowners shall be held reasonable for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a Builder or Homeowner shall be responsible for the following:

- (a) Ensuring that the construction site is kept clean and free of debris

and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.

- (b) Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of other personnel on the site or affect the quality of workmanship.
- (c) Assuring that the aforementioned are properly insured.
- (d) Assuring that the aforementioned do not commit any violation of the rules and regulations of the Association.
- (e) Ensuring that all driveways on the construction site are sufficiently graveled, a portable toilet is available and used by the construction workers and any mud or any debris caused by the construction are removed from the adjoining roadways as soon as reasonably possible. Further, silt fences shall be installed as required to keep silt, mud and other debris off of the street.

**Section 7.** Nothing contained herein abrogates, modifies, or changes the applicability of any ordinances, statutes, codes, rules and regulations of Knox County or other governmental units as applicable and the necessity of obtaining a building permit, inspection or otherwise complying with applicable provisions of governmental codes, statutes, ordinances, rules and regulations.

## ARTICLE XIV

### DWELLING RESTRICTIONS

**Section 1. DESIGN REQUIREMENTS.**

No dwelling shall be erected, placed, altered or permitted to remain on any lot unless it conforms to the following requirements:

1. The dwelling and related improvements must be of traditional architecture and design as defined herein.
2. The minimum living area square footage requirements shall be determined by the Lovell Cove Architectural Review Committee on a case by case basis and shall be within the sole discretion of the Committee.
3. All windows and the related trim must be approved by the Lovell Cove Architectural Review Committee.
4. All dwellings, except one story dwellings shall have a minimum roof pitch of 8/12

and the one story shall have a minimum roof pitch of 9/12.

5. All dwellings shall be of brick, stucco, stone, vinyl, Hardie Plank Siding, or a combination thereof as approved by the Lovell Cove Architectural Review Committee. Any other exterior finishes must be approved by the Lovell Cove Architectural Review Committee on an individual basis. No Masonite or other similar type synthetic siding materials will be permitted.

6. There shall be no occupancy permitted of any dwelling until such time as the dwelling, yard and landscaping are complete except by approval of the Architectural Review Committee.

7. The finished grading for all lots shall be completed in conformity with the recorded plat for the subdivision and in such manner as to retain all surface water drainage on said lot or lots in "property line swales" designed to direct the flow of all surface waters into the drainage easements as created by the overall drainage plan for the development, as approved by the county authority having jurisdiction over said subdivision.

8. Finish colors shall be applied consistently to all sides of the buildings. Color selections shall be harmonious with each other and with natural materials, and shall be compatible with colors of the natural surrounding and other adjacent property. All exterior wood, including decks, hand rails, banisters, etc., must be painted or stained.

9. Exterior window and door trim and similar decorations shall all be of the same color and materials, unless otherwise approved, and shall be either of the same material as exterior walls or directly compatible. Fascia, gutters and down spouts shall blend in and be directly compatible with the architectural detail of the exterior walls. Reflective glass is prohibited.

10. All interior window treatment such as drapes and blinds shall have a solid light colored appearance from the exterior and are subject to approval by the Architectural Review Committee.

## **Section 2. MISCELLANEOUS RESTRICTIONS.**

1. Mail boxes shall be chosen by Developer or as approved by the Architectural Review Committee.

2. No outside radio transmission towers, receiving antennas, television antennas, satellite antennas or dishes or solar panels may be installed or used, provided, however, satellite dishes of not more than thirty-six (36) inches in diameter may be installed behind the back plane of a house if properly screened to prevent viewing from any road or any other lot. An installation of a satellite dish shall require submission to the advisory committee prior to installation for approval, including a complete plan and drawing showing the installation and screening required in order for the satellite dish to not be visible from the front of the lot at the street.

3. No one shall be permitted to store or park house trailers, campers, pleasure or fishing boats, trailers or other similar type vehicle on or about said residences unless the same are stored or parked inside a garage so as not to be readily visible from the street or adjoining properties. No automobiles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or front lawn of any Lot.

4. Builders will be responsible for providing silt control devices on each lot during construction activities.

5. Clotheslines and other devices or structures designed and customarily used for the drying or airing of clothes, blankets, bed linens, towels, rugs or any other type of household ware shall not be permitted and it shall be strictly prohibited from articles or items of any description or kind to be displayed on the yard or exterior of any dwelling for the purpose of drying, airing or curing of said items.

6. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Architectural Review Committee of plans and specifications for such roads and driveways. Such specifications shall include the proposed substance to be used in constructing such roads and driveways, which substance shall be satisfactory to the Architectural Review Committee. Parking spaces, garages, and the driveway to a garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, street scape and compatibility with surrounding improvements. All homesites shall have a paved driveway or stable and permanent construction of at least eighteen (18) feet in width. Unless prior approval is obtained by the Architectural Review Committee, all driveways must be constructed of brick, concrete or stone.

7. Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing, sidewalks, or street resulting from construction on such Lot. Any damage to any section (s) of the sidewalk must be repaired by replacing completely all sections affected. Repairs of such damage must be made as soon as reasonably possible but in no event not more than thirty (30) days after completion of such construction.

8. All athletic equipment and/or structures shall be located in the rear yard of each dwelling and shall not be attached to the dwelling itself. The placement and location of any of said equipment shall be submitted to the Architectural Review Committee for approval.

## **ARTICLE XV**

### **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.



## **ARTICLE XVI**

### **TEMPORARY STRUCTURES**

No trailer, basement, tent, shack, garage, barn or other outbuildings erected on the tract shall at any time be used as a residence temporarily or permanently nor shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

## **ARTICLE XVII**

### **GENERAL PROVISIONS**

(a) **Enforcement.** During the Developer Control Period, the Developer, and after the Developer Control Period, the Board of Directors, the Association, Architectural Review Committee shall have the power, at their/its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto, by any or all of the following: lawful self-help; sending notice to the offending party to cause certain things to be done or undone, restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

(b) The Architectural Review Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction or failure to adhere to an approved plan contained in this Declaration within twenty (20) days after the certified mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Review Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice of the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Further, the Architectural Review Committee, the Association, the Developer or any Owner may: (1) prosecute proceeding at law for the recovery of damages against those violating or attempting to violate the declaration of covenants and restrictions, and, or (2) maintain a proceeding in equity against those so violating or attempting to violate any covenants or restrictions, for the purpose of preventing or enjoining all of any such violations or attempted violations, and/or to have any such violation removed from the lot or cured.

## **ARTICLE XVIII**

### **EASEMENTS**

Easements and other restrictions in conformity with the recorded plat of Lovell Cove Subdivision are expressly reserved for the overall development of the subdivision and no easements, rights of way or rights of access shall be deemed granted or given to any person or entity over, across, upon through any lot in this subdivision unless prior written permission is granted by the Developer of the Subdivision.

## **ARTICLE XIX**

### **COMMISSION OF WASTE AND UNSIGHTLINESS**

At no time shall any lot or parcel be stripped of its top soil, trees, or allowed to go to waste or waste away be being neglected, excavated, or having refuse or trash thrown or dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed. No person shall place on any lot in the Subdivision refuse, stumps, rock, concrete blocks, dirt or building materials or other undesirable materials. Any person doing so shall be subject to notification by the Developer or the Association to correct said condition withing five (5) days of notification and if said condition is not corrected within said time period, the Developer or Association shall have the right to injunctive relief against the Owner of the affected lot and the Contractor or Agent of the Owner and to make all necessary corrections and the expense of same shall be a lien upon the real property affected.

## **ARTICLE XX**

### **SIGNS**

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period.

## **ARTICLE XXI**

### **LIVESTOCK AND POULTRY**

No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on any lot except pets such as dogs or cats which are permitted provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance, provided, however, in no event shall any household have more than two animals of any species. No fenced dog runs shall be allowed. The Homeowner's Association shall have exclusive authority to further regulate the maintenance and care of said animals as it deems advisable.

**ARTICLE XXII**

**GARBAGE AND REFUSE DISPOSAL**

No lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall not be kept except on a temporary basis and in sanitary covered containers.

**ARTICLE XXIII**

**FENCES AND WALLS**

No fences or walls or hedge rows shall be erected, placed or altered on any lot or parcel unless approved by the Architectural Review Committee.

**ARTICLE XXIV**

**WAIVER AND MODIFICATION**

Developer hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions or covenants contained herein.

**ARTICLE XXV**

**AMENDMENTS**

Notwithstanding the language contained in Article VII, the covenants, conditions and restrictions set forth herein may be amended by the Developer at any time during the existence of Class B Membership. After the expiration of Class B Membership the covenants, conditions and restrictions may be amended by a declaration signed by not less than 2/3 of the then Owners of the Lots in the Subdivision. Any amendment must be properly recorded to be effective.

**ARTICLE XXVI**

**ASSIGNMENT OR TRANSFER**

Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this Declaration may be assigned to any one or more corporations or assigns which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such

assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Developer and Developer shall thereupon be released therefrom.

**ARTICLE XXVII**

**SUBORDINATION OF MORTGAGE**

Pinnacle Bank is the beneficiary of Deeds of Trust of record in Instrument No. 201801120041728 and Instrument No. 201801120041729, Register's Office of Knox County, Tennessee and executes this instrument for the purpose of subordinating its deeds of trust to these covenants and restriction for Lovell Cove Subdivision.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on this the 10<sup>th</sup> day of July, 2018.

**BRYAN E. TESTERMAN, JR. CONSTRUCTION  
COMPANY, LLC.**

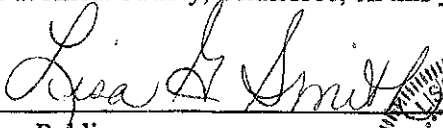
BY:

  
Bryan E. Testerman, Jr.

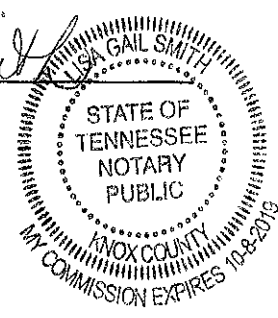
STATE OF TENNESSEE    )  
COUNTY OF KNOX        )

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Bryan E. Testerman, Jr., with whom I am personally acquainted and who upon oath acknowledged himself to be the Chief Manager of Bryan E. Testerman, Jr. Construction Company, LLC, and that he as such Chief Manager being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such Chief Manager.

Witness my hand and official seal at office at Knox County, Tennessee, on this 10<sup>th</sup> day of July, 2018.

  
Notary Public

My commission expires:  
10-08-2019



**PINNACLE BANK**

**BY:** \_\_\_\_\_

**OFFICER'S TITLE:** \_\_\_\_\_

STATE OF TENNESSEE    )  
COUNTY OF KNOX        )

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, with whom I am personally acquainted and who upon oath acknowledged him/herself to be the \_\_\_\_\_ of Pinnacle Bank, and that he/she as such \_\_\_\_\_ being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him/herself as such \_\_\_\_\_.

Witness my hand and official seal at office at Knox County, Tennessee, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My commission expires: