

TENNESSEE DECLARATION OF RESTRICTIONS

JOHNSON COUNTY CALLALANTEE MOUNTAIN RESORT

(corrected for approved amendments, spelling errors and syntax March 27, 2024)

THIS DECLARATION OF RESTRICTIONS was made this 1st day of August 1992 by Brown Enterprises, Inc. of Johnson County, Tennessee, hereinafter called "Declarant" and amended on the 23rd day of January 2012.

WITNESSETH:

WHEREAS Declarant is the owner of the real property described in Paragraph 1 of this Declaration of Restrictions and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each of which is for the benefit of such property and for each owner thereof, and each tract or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Paragraph 1 hereof is and shall be held, transferred, sold, and conveyed subject to the protective covenants set forth below.

1. The real property which is and shall be held, transferred, sold, and conveyed subject to these protective covenants set forth in the paragraphs of this Declaration of Restrictions is in Johnson County, Tennessee, and is more particularly described as follows: That certain tract of land as described in Exhibit A attached hereto and incorporated herein by reference.
2. The real property described in Paragraph 1 hereof is subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each tract thereof; to protect the owners of tracts against such improper use of surrounding tracts as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to encourage and ensure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on tracts; to secure and maintain a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of tracts therein.
3. No structure except as hereinafter provided, shall be erected, altered, placed, or permitted to remain on any said tract other than one (1) detached single-family dwelling house not to exceed three stories above the basement, with a minimum foundation footprint of 1,000 square feet and a minimum interior living space of 1,000 square feet, with the necessary accessory buildings, which may include a detached private garage or barn. Properties purchased of homes constructed or approved prior to July 1, 2021, will be grandfathered to this square footage requirement if structure must be replaced due to damage or new construction. No flat roof structure shall be permitted without the express permission of the Grantor, no apartment houses shall be

constructed on any tract. All Tracts subject to this Declaration of Restrictions shall be used exclusively for residential purposes and for agricultural and/or horticultural purposes.

4. No structure of a temporary character, house trailer, camper, no apartments, mobile home, basement, tent, shack, barn or other outbuilding or garage apartment shall be used on any tract at any time as a residence, either temporarily or permanently, except such garage apartment or trailer/camper shall be used or completed until after the main dwelling on such tract is substantially completed. No outside toilets may be placed on any tract except for a limited time during construction of a residence. Construction trailers will be allowed for the duration of the construction period.
5. All dwellings are to be of a permanent type and constructed of brick, wood, stone, or other approved material. All exposed masonry surfaces shall be plastered, painted, or faced with stone or brick and no asbestos or artificial brick or stone siding may be used.
6. No building, fence, satellite dishes, structure or other improvement shall be erected, placed, or altered on any tract until the proposed building plans, specifications, exterior color or finish, tract plans (showing the proposed location of such building or structure, drives and parking areas), and the construction schedule shall have been approved in writing by Declarant, his successors, and assigns. Upon written request by tract owners for approval of plans, Declarant shall have thirty (30) days to approve or disapprove plans. In the event of failure to approve or disapprove the plans within thirty (30) days, said approval will not be required, provided the design of the proposed building is in harmony with existing structures in the area. Garages on dwelling tracts must be constructed of the same or compatible materials as specified for the dwelling. Refusal of approval of plans, location or specifications may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Declarant is given except by and with the written consent of Declarant. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Declarant, one copy of all plans and related data shall be furnished to the Declarant for his records.
7. All sewage must be disposed of by proper connections with a septic tank, located, installed, and equipped in accordance with the standards and requirements set by the duly constituted health authorities and approved by such authorities.
8. Satellite dishes shall be permitted; provided, however, satellite dishes shall be placed on the tract in a position which ensures that it is hidden from view of adjoining tract owners and from the road as much as possible.
9. No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. NO HUNTING BY GUN IS TO BE ALLOWED WITHIN THE BOUNDARIES OF THE

ASSOCIATION. No tracts shall be used for business or commercial purposes except in Agricultural and/or Horticultural products, nor shall animals or fowls of any description remain on the premises which are a nuisance or any annoyance to the community. Property owners shall be prohibited from storing junk vehicles or inoperative vehicles on their tracts. NO RECREATIONAL VEHICLES, CAMPERS OR TRAILERS ARE TO BE PLACED FOR USE ON UNDEVELOPED TRACTS. STORAGE OF SAID ITEMS ARE ALLOWED FOR OWNERS WITH HOMES. Further, no exterior light or lighting, or device or thing of any sort shall be Kept whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. During the repair or construction of a new home, the owner is responsible for seeing that the contractor maintains the property in a reasonable condition.

10. No building shall be located closer than twenty-five (25) feet to the right-of-way of any street, twenty-five (25) feet to the adjoining property line, and not closer than twenty-five (25) feet to the rear tract line. Declarant also reserves unto himself, his successors and assigns, the right to waive, amend or alter the setback requirements of any tract. Provided, however, that Developer shall not waive, alter, or amend such setback requirements on any tract to violate any provision of any Johnson County ordinance.
11. It shall be the responsibility of the property owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on the property which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. If the property owner, upon written request by Declarant, fails to correct said condition within thirty (30) days, Declarant or agents of Declarant may enter upon said land to remove any trash which has collected and correct the unkept condition on said tract without such entrance and removal being deemed a trespass, all at the expense of the owner of said tract. Further, such expenses shall be charged as an assessment against the property owner and shall be a lien upon the tract until paid. This provision shall not be construed as an obligation on the part of the Declarant to provide garbage or trash removal services. Neither the Declarant nor any of his agents or contractors shall be liable for any damage which may result from any maintenance work performed.
12. Declarant reserves unto himself, his successors and assigns a perpetual, alienable and releasable easement over, upon, across and under each road right-of-way and on either side of all tract lines for the purpose of the erection, maintenance, installation, and use of street signs and signs denoting the development and use of electrical and telephone poles, wire, cable, conduits, sewers, water or other public conveniences or utilities and Declarant may further cut drain ways for surface water wherever and whenever such action may appear to Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. All lines will be run as close to the streets or side tract lines as is possible in the subdivision. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by a

licensee of Declarant to provide or maintain any such utility or service. This reservation shall not be considered an obligation of Declarant to provide and maintain any such utility or service.

13. No signs, except "for rent," "for sale" and other similar signs not exceeding a combined total of three (3) square feet, shall be erected, or maintained on any tract, except with the written permission of Declarant or entrance signs naming the subdivision and sign announcing the subdivision for sale shall, however, be excepted from this restriction.
14. Except as specifically provided herein, no tract shall be subdivided, or its boundary line changed, except hereby expressly reserves to himself, his heirs, successors or assigns the right to re-plat any tract shown on the plat of such subdivision prior to its sale to create a modified building tract or tracts. In addition, each tract owner shall be permitted to subdivide his or her tract one time to create two tracts. The restrictions and covenants herein shall apply to any of said modified tracts resulting from said subdivision as if the resulting tracts had been originally platted in such manner, and the resulting modified tract or tracts shall be following Johnson County Subdivision regulations or other applicable regulations.
15. The property owner shall not interfere with or divert the natural flow of drainage of any creek, stream, river or of the property itself.
16. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or natural calamities.
17. Every person or entity who is a record owner of a fee or undivided fee interest in any tract subject to these Declarations of Restrictions, by acceptance of a deed, therefore, agrees to become and shall become a member of the property owners' association to be known as the Callalantee Mountain Resort Property Owners' Association and shall be subject to the rules and regulations of the Association. This Association shall be formed by the Tract owners when sixty percent (60%) of the tracts in the development shall have been sold. Each tract shall have one membership and one vote in the affairs of the Association. The Association shall promote the health, safety, and welfare of the property owners within Callalantee by providing along with other things, and without in any way limiting its purposes or services, the maintenance, repair, and upkeep of the streets within the development and enforcement of the provisions of these Declarations of Restrictions. The Association has no obligation to improve, pave or develop any platted right of way that was not in such state as of January 17, 2006. As such, the Association shall have full legal authority to collect such assessments and may utilize any legal means available; further, said assessments shall be considered to be a lien upon the tract or tracts until paid. Any expenses reasonable incurred, including legal expenses, shall be added to any delinquent assessment collected in this manner.

18. Due to the high risk of forest fires, all outside burning of organic debris (i.e., leaves, limbs, logs) is to be restricted to properly constructed fire pits with no flat ground burn piles and with an adequate supply of water on site. No airborne fireworks are permitted.

19. In the event of a violation or breach of any of these restrictions by any property owner or agent of such owner, Declarant, the owners of tracts in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions contained in the Declaration of restrictions shall in no way affect any of the other restrictions but shall regain in full force and effect.

20. (Amended section approved January 23,2012) These restrictions shall constitute covenants which shall attach to and run with the land, as provided by law, and shall be binding on and inure to the benefit of all parties hereto and all persons claiming under them, their successors, heirs and assigns, unless a 67% majority of the owners of property in the subdivision execute and file for registration in the Johnson County Public Registry an instrument to terminate these restrictions.

21. No short-term rental of any home or other improvement on a tract shall be allowed. For the purposes of this Declaration, a "short-term rental" is any rental which is less than six (6) months in duration. Any rental, lease, or the like, granting a third-party the right to use a tract, in whole or in part, for a duration of less than six (6) months shall be considered commercial use and prohibited by the Declaration. Provided however, that any member of the Callalantee Mountain Resort Properties Owners Association shall be permitted to rent for a period less than six (6) months from another member of the Callalantee Mountain Resort Properties Owners Association so long as the tenant member is in the process of improving the tenant member's tract within the Callalantee Mountain Resort Development.

22. Any variances to these restrictions must be approved by the Declarant. After such a time as when the Property Owners Association is formed and becomes the controlling entity then the approval or disapproval of variances to these restrictions becomes the responsibility of the P.O.A.

23. These restrictions have been recorded in the office of the Register of Deeds for Johnson County, Tennessee and are incorporated in deeds to the residential tracts described in Paragraph 1 herein conveyed by Declarant, their successors, and assigns.

24. Impact Fees – The Association requires that a non-refundable road impact fee be paid by the property owner, after site plans have been approved by the Architectural Review Committee as specified in Section 6 of this document and prior to any site improvement work commencing on said property that requires the use of heavy equipment such as bulldozers, track hoes, skid steers, etc. If any lot owner fails to pay said road impact fee when due, the Association may rescind any previous site plan approvals granted by the Architectural Review Committee until the impact fee and any costs incurred by the Association in enforcement of the same are paid. The road impact fee schedule will be reviewed and updated annually by the Association Board of Directors and as of January 1, 2024, stands at \$3,000. The fee is imposed for the purpose of maintaining infrastructure that may be impacted by construction traffic and equipment. In all other respects, with the exception of typographical and spelling errors, these Declaration of Restrictions have not been changed, modified, or amended

These restrictions may be modified by the agreement of 67% of the property owners and such modification will be effective 30 days after notification to all property owners that the modification has been filed in the Johnson County Public Registry.

Please note that Tennessee laws further define how vote results are to be tabulated. See below.

2019 Tennessee Code Title 48 - Corporations and Associations Nonprofit Corporations

Chapter 60 - Amendment of Charter and Bylaws Part 2 - Amendment of Bylaws

§ 48-60-202. Amendment of bylaws by board of directors or members.

Universal Citation: [TN Code § 48-60-202 \(2019\)](#)

- (a) A corporation's board of directors may amend or repeal the corporation's bylaws unless:
 - (1) The charter or chapters 51-68 of this title reserve this power exclusively to the members in whole or in part; or
 - (2) The members in amending or repealing a particular bylaw provide expressly that the board of directors may not amend or repeal that bylaw.

- (b) A corporation's members may amend or repeal the corporation's bylaws even though the bylaws may also be amended or repealed by its board of directors. An amendment to the bylaws shall be approved by members by two thirds ($\frac{2}{3}$) of the votes cast or a majority of the voting power, whichever is less. An amendment to the bylaws which relates solely to the dues required for membership and which establishes or changes a specific amount for dues shall be approved by a majority of the members present and voting unless the charter or bylaws specify a higher voting percentage.

- (c) An amendment or repeal of a bylaw requires the written approval of a third person or persons if the charter so provides in accordance with § 48-60-301.

IN TESTIMONY WHEREOF, the undersigned has hereunto set his signature, this the _____ day of January 2023.

BRUCE C. WILEY, PRESIDENT FY 22-23

REPRESENTATIVE, CALLALANTEE PROPERTY OWNERS' ASSOCIATION

STATE OF TENNESSEE: COUNTY OF JOHNSON:

Personally, appeared before me, the undersigned Notary Public in and for the State and County

aforesaid, A REPRESENTATIVE OF CALLALANTEE PROPERTY OWNERS ASSOCIATION., the within named bargainer with whom I am personally acquainted and who acknowledged that he/she executed the foregoing Instrument for the purposes therein contained.

WITNESS my hand and official seal at Mountain City, Tennessee this the ____ day of January 2023

NOTARY PUBLIC

STATE OF TENNESSEE, JOHNSON COUNTY

The foregoing instrument and certificate were noted in

Notebook ____ Page ____ at ____ O'clock PM ____ 19 ____

and recorded in ____ Book ____ Section ____ Page ____

State Tax Pd. \$ ____ Fee ____ Recording Fee \$ ____ Total \$ ____

Witness My hand,

Receipt No: _____ Register