

COPELAND MEADOWS

AMENDED DECLARATION OF COVENANTS

(THIS SUPERSEDES AND REPLACES THE DECLARATION OF COVENANTS FOR COPELAND MEADOWS WHICH APPEARS OF RECORD IN RECORD BOOK 117, PAGE 277, PICKETT COUNTY, TN REGISTER OF DEED'S OFFICE)

ERNEST COPELAND and wife, NELDA COPELAND, (hereinafter referred to as the *Declarants*) being the owners and developers, and their assigns, of certain real property (hereinafter referred to as the property) in Pickett County, Tennessee, which will bear the name, *COPELAND MEADOWS* according to a plat of the same, to which reference is here had, and

WHEREAS, the *Declarants* desire to convey the real property subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth; and

WHEREAS, the *Declarants* desire to create and carry out a uniform plan for development, improvement, and sale for the property for the benefit of the present and future owners of same;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS, that it is hereby declared (i) that all of the property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens and charges, which are for the purpose of protection of the value and desirability of, and which shall run with the property and be binding upon all parties having any right, title or interest in or to the property or any part thereof, their heirs, successors, and assigns, and (ii) that each contract or deed that may hereafter be executed with and accepted shall be subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

GENERAL RESTRICTIONS

1. **Subdividing.** No lot shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the owner.
2. **Signs.** No signs of any kind shall be displayed to the public view on the property without the prior written approval of the *Declarants*, except for signs which are for the *Declarants'* overall marketing plan for the property. The *Declarants* may permit signs for advertising a portion of the property for sale.
3. **Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the property and no odors shall be permitted to arise therefrom so as to render the property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants.
4. **Noise.** No noise or other nuisance shall be permitted to exist or operate upon any portion of the property so as to be offensive or detrimental to any other portion of the property or to the occupants of same.
5. **Drainage.** There shall be no interference with the established drainage patterns over any of the property, except by *Declarants*, unless adequate provision is made for proper drainage and approved by the *Declarants*.
6. **Temporary Structures.** No tent, shack or other temporary building, improvement or structure shall be placed on the property without the prior written approval of the *Declarants*.

7. **Unightly Articles; Vehicles.** No stripped down wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored or maintained on the property in view of the public. However, such vehicles may be stored inside a garage/building, out of the view of the public.
8. **Mobile Homes, Modular Homes, and Manufactured Homes .** No mobile homes, modular, or manufactured homes shall be utilized as a residence on any lot at any time.
9. **Animals-Household Pets.** No animals, including pigs, hogs, donkeys, swine, poultry, wild animals, horses, cattle, sheep, goats or any other type of animal not considered being a domestic household pet with the ordinary meaning and interpretation of such words may be kept or maintained on the property. No more than two(2) adult dogs and two (2) adult cats may be kept on a single lot.
10. **Maintenance of Lawns and Plants.** Each owner shall keep all shrubs, trees, grass and plants of every kind on such owner's lot cultivated, pruned, and free of trash and other unsightly material.
11. **Foundations.** All homes constructed must have concrete block or concrete poured foundations.
12. **Pole Barns/Garages.** Pole barns and/or garages are allowed to be constructed on all lots.
13. **Compliance with Provisions.** Each owner shall comply strictly with the provisions of *COPELAND MEADOWS* restrictions as same may be amended from time to time. Failure to comply with any of the restrictions shall constitute a violation of this *Declaration*, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the *Declarants* or other owners.
14. **No Warranty of Enforceability.** *Declarants* make no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms or provisions. Any owner acquiring a lot in reliance upon one or more of such restrictive covenants shall assume all risk of the validity and enforceability thereof, and by acquiring the lot, agrees to hold *Declarants* harmless therefrom.

RESIDENTIAL RESTRICTIONS

15. **Residential Use.** All lots shall be improved and used solely for residential purposes inclusive of a garage, fencing and such other improvements as are necessary or customarily incident to residential use. No owner shall occupy or use his/her lot or any improvement constructed thereon, or permit the same or any part thereof to be occupied or used for any purposes, including religious, other than as a private residence for the owner, his/her family and guests. All lots within the property shall be used and improved solely for single family residential purposes, with no more than one (1) attached residential dwelling unit per lot
16. **Set-Back Rules.** Every building, inclusive of such structures as a storage building or greenhouse, shall have a minimum set-back from the street of 16 feet, from the rear of 16 feet, and from adjoining lots on the side of 10 feet. Provided however, if one owner purchases two or more lots, the side set back rule shall not apply to the interior lot lines.
17. **Blanket Easement.** An easement is hereby retained by the *Declarants* over all lots for the purpose of enforcing the *COPELAND MEADOWS* restrictions, and for the construction of cable television system, and other necessary utility easements. An easement is further granted for the purpose of repairing and maintaining any such system so constructed
18. **Amendments.** This Declaration of Covenants may be modified, amended or revoked at any time after the expiration of twelve (12) years from May 1, 2010 by Declarants and Owners of a minimum of two-thirds (2/3rds) of the lots in Copeland Meadows.

EXECUTED this the 19th day of May, 2010.

DECLARANTS

[Signature]
ERNEST COPELAND

[Signature]
NELDA COPELAND

STATE OF TENNESSEE

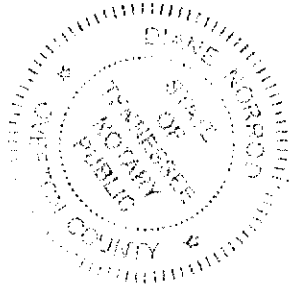
COUNTY OF PICKETT

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named ERNEST COPELAND and NELDA COPELAND, the *Declarants*, with each of whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal of office on this the 19th day of May, 2010.

[Signature]
Notary Public

My Commission Expires:
07-15-2012



BK/PG: 117/953-955	
10000425	
3 PGS : AL - RESTRICTIONS	
LETHA BATCH. 2146	
05/20/2010 - 08:43:44 AM	
VALUE	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	0.00
DP FEE	15.00
REGISTER'S FEE	2.00
TOTAL AMOUNT	17.00
STATE OF TENNESSEE, PICKETT COUNTY	
JEFF FORD	