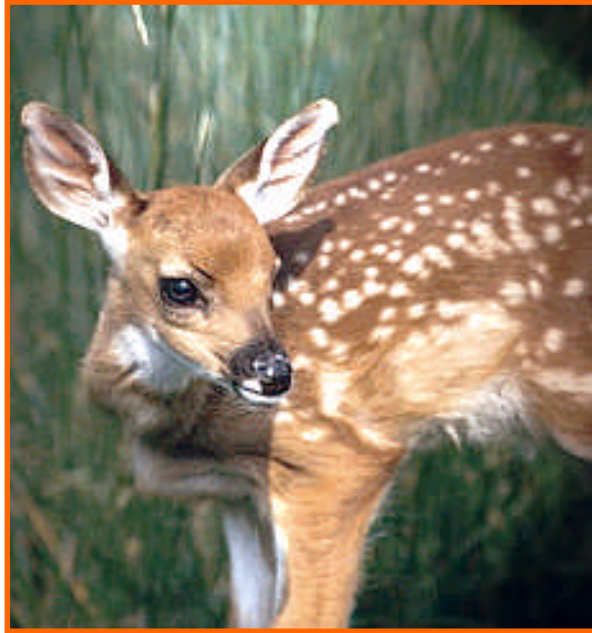


# *The Bridal Veil*

A Restricted Residential Community on the cliffs of the Cumberland Plateau near  
Monteagle, Tennessee



Resident of the Bridal Veil Wilderness Preserve

## **Restrictive Covenants for Bridal Veil South Rim**

1 January 2005

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## Restrictive Covenants

### Bridal Veil South Rim

Monteagle, Grundy County, TN

These restrictive covenants established as of the 1<sup>st</sup> day of January, 2005 by Monette Anthony Developments, L.L.C. (hereafter "**Developer**") for and to run with that tract of land known as the Bridal Veil South Rim (hereafter the "**South Rim**") being all that 76+/- acre parcel contained within the lands conveyed to Monette Anthony Developments, LLC in Deed Book 1, Page 137, Registers Office of Grundy County, Tennessee and lying south of the conservation easement boundary known as the *Bridal Veil Wilderness Preserve*, (hereafter the "**Preserve**"), in Record Book 9, Pages 183-204, Registers Office of Grundy County, Tennessee, to run from this day hence, except as may be amended from time to time by the Developer or his successor. The South Rim is a residential sector of the greater Bridal Veil subdivision development (hereafter the "**Development**" ).which heretofore encompassed sectors Bridal Veil Bluffs, Bridal Veil Falls and Bridal Veil North Rim (Phase 2).

1. **Concept and Intent:** The Cumberland Plateau is officially listed in the *Twelve Most Endangered Wildernesses in the Americas*. These covenants are therefore created to protect the natural beauty and tranquility of the South Rim, to assure harmony of the South Rim's land use with overall objectives of the Development, and to formally mandate inclusion of the South Rim within the greater Bridal Veil Development and within the overall management purview of the Bridal Veil Association (hereafter the "**Association**"). The Association, through its board of directors ("the **Board**"), exercises interpretation and enforcement of restrictive covenants for the South Rim as well as for other residential sectors of the Bridal Veil Development at large.

2. **General Use Provisions:** The South Rim is intended only for the following uses:

- a. Dwellings erected in the South Rim shall be for residential use only, except for structures erected in common areas that serve the utility, security, safety or recreational enjoyment of homeowners.
- b. All residences must be built on-site. No modular or mobile homes are allowed.

3. **Non-Commercial Use:** No commercial enterprises will be conducted within the South Rim except conventional at-home work activities that are not open for general public access. However, any work activities that are intrusive upon the privacy and comfort of other lot owners are prohibited. The South Rim will not be used to externally store or stage equipments or materials used in any enterprise,

commercial or hobby, proscribed by these restrictions. Rental of homes for long term occupancy or short term lodging is allowed so long as lot owners enforce strict compliance by their tenants with all restrictive covenants.

**4. Subdivision of the South Rim**

- a. In the event the South Rim owner exercises the right to subdivide the South Rim property, then the South Rim owner is also hereafter referred to as the “**Sub-developer**”. Individual lot owners of lots created from the subdivision shall automatically become Association members and shall have member voting rights, assessment fee obligations and other Association privileges and obligations, as defined in Section 10, the same as do all lot owners in other Bridal Veil development sectors.
- b. The South Rim may be subdivided into separate residential lots of not less than 5.0 acres each, except that subdivided parcels may be less than 5.0 acres so long as they are dedicated as common properties for the utility, ingress-egress, security, safety or recreational enjoyment of all residential lot owners.
- c. These restrictive covenants apply to the entire South Rim and to each and every lot subsequently created by subdivisions of the South Rim.

**5. Building Setback Lines**

- a. One (1) principal residence structure and garage, attached or detached, per individual residential lot, may be erected in the South Rim not closer than the minimum bluff setback distance (hereafter “**bluff setback**”) from the Bridal Veil Cove upper bluff rim line. The bluff setback varies along the entire South Rim bluff line and will be established on a case-by-case basis for every permanent dwelling structure to be erected near the bluff rim according to the following rules:

(1) Where a permanent dwelling structure on a South Rim lot would not present the view of a blatantly visible and dominating man-made structure on the South Rim bluff line, as viewed from any other South Rim lot or from any other Bridal Veil lot across the Preserve gorge, by virtue of the structure’s size, design, elevation, topographical location, geological setting or intervening forestation, then that dwelling site will be ruled *bluff setback compliant* and will meet this *not blatantly visible* rule. However in no case will the

bluff setback be less than (25) feet, and no part of any permanent structure, including extended decks or walkways to permanent structures, will be allowed within that minimum bluff setback. The intent of this restriction is to preserve the South Rim's natural, unspoiled, forever-wild bluff rim appearance with minimized cluttering by permanent man-made structures that can be seen from other Bridal Veil lots.

(2) At any point along the bluff rim where a permanent building site cannot be clearly determined *not blatantly visible*, then the bluff setback will be fifty (50) feet minimum.

- b. Any additional detached, permanent structures, such as guest house, utility buildings, etc., must be located beyond a 100 foot setback from the Bridal Veil Cove upper bluff rim line.
- c. Further, no permanent structure of any type may be erected within 50 feet of the South Rim's boundary with adjacent property tracts on the plateau or within 50 feet of boundaries between interior, non-bluff fronting lots created by subdivisions of the South Rim. Gates, driveway entry pillars, stone walls, fencing, bridges and similar type structures are not subject to this setback restriction. Section 8 defines principal and secondary dwelling definitions and building specification restrictions.
- d. Temporary structures, such as gazebo, deck, bridge, fencing, picnic shelter, utility shed etc. may be constructed within 50 feet of the South Rim's upper bluff rim line as long as their location, configuration or disposition do not create a blatant visual pollution of the bluff rim as viewed from other Bridal Veil lots on either side of the Preserve gorge.
- e. Decision authority for interpretation and determination of these setback restrictions as well as approval authority for structures to be erected under these governing restrictions shall vest in the Developer and the Association's Board as described in Section 13.

**6. Offensive Activities:** No activities of any kind, private or public, will be conducted that intrude upon the tranquility of the natural setting of the South Rim, or that disrupt the peace and quiet, inclusive of, but not limited to the following:

- a. No discharge of fireworks or firearms of any type, at anytime, is permitted.
- b. No off-road recreation vehicles of any type, motorized or non-motorized, (auto, truck, motorcycle, go-carts, all-terrain vehicles or other off-road mobile machines) will operate within the South Rim for sport riding purposes. Certain all-terrain vehicles may be

employed to serve bona-fide, environmentally-safe utility purposes or for essential personal transportation, so long as they are not operated for purely recreational or sport riding purposes that damage the land and disturb its natural setting. In no case will off-road or any other type vehicle use be allowed to create unsightly and eroding ruts and furrows in the forest floor.

- c. No hunting, fishing, killing, trapping, harming, or molestation of wildlife in any form is permitted in the South Rim.
- c. No junk vehicles or accumulations of equipment, materials or other such unsightly items are allowed. Automotive and machinery repair activities, as a profession, are prohibited. As a hobby, such activities are prohibited if visible or audible outside of private dwelling structures or outbuildings.
- d. No excessive and unsightly accumulations on the South Rim of children's toys, playground equipment or vehicles, playhouses, tree houses or other recreational items or facilities are allowed.
- e. Farm livestock is not permitted, except that horses and any domesticated animal serving non-commercial, family enjoyment purposes will be permitted upon prior written approval by the Developer or Association's Board per Section 13.
- f. Any animal annoying to or endangering of other lot owners must be removed from the South Rim. No commercial kennels are allowed.

**7. Utilities and Environment**

- a. All utilities within the South Rim shall be installed underground to dwellings and lot structures from public utility connection points at the South Rim or subdivision lot boundaries.
- b. No trash dumps or hazardous waste sites are allowed. Burning of brush and deadwood debris is allowed in small, controlled burns complying with permit requirements and open-air burning regulations of local and regional fire control agencies; however in every case, permission will also be required from the Developer or an officer of the Association's Board before any outside burning can be conducted anywhere within the South Rim.

- f. No timber harvesting or cutting of live trees will be permitted; however, trees may be selectively cleared for home sites, septic systems, driveways, outbuildings and utilities. In no case will tree clearing be allowed that would open gaps at the Bridal Veil Cove bluff line, as viewed from within or without the South Rim, and thus spoil the naturally forested appearance of the South Rim to Bridal Veil lot owners adjacent to or across the Preserve gorge from the South Rim. Tree clearing for the purpose of creating a large grass lawn in lieu of a naturally forested landscape is prohibited. Cutting of trees, dead or alive, within or falling into the Preserve boundary or in any other Development common properties, for any reason, is prohibited. Cutting of any live tree with diameter greater than five (5) inches at a height of five (5) feet above the ground will be subject to prior approval by the Developer or the Association's Board per Section 13. Any live tree cut in violation of these restrictions shall be replanted at the violating lot owner's expense at site of the damaged or destroyed tree with a native hardwood of similar species. Replanted trees shall have a 24 inch minimum diameter root ball and two inch minimum trunk thickness at five feet above ground. Replanted trees failing to survive must be replanted until survivability of the species is attained.
- d. No septic system shall be installed which does not comply with jurisdictional health authorities.
- e. All areas for storage of garbage cans, incinerators, trash burners and the like, and all containers for trash shall be screened so as not to be visible from any driveway or road on the South Rim. Trash piles for accumulation and burning of trash on the South Rim are prohibited.
- f. The South Rim and any lots resulting from subdivision of the South Rim are subject to fifteen (15) foot wide utility easements running along the inside boundary of the South Rim and along any interior subdivision lot boundaries.
- g. Small lakes or ponds may be constructed within the South Rim so long as their construction does not significantly deplete the forest and mar the natural beauty of the landscape. Decision authority for interpretation and approval of lakes and ponds shall vest in the Developer or the Association's Board per Section 13.

**8. Architectural Control:** The design, style and appearance of a dwelling or any other building and its surroundings are of primary importance. To insure the quality of the Development community satisfactory to all residents, any building, fence, residence or other improvement to be erected upon or moved onto the South Rim will require prior approval by the Developer or the Association's Board through its Architectural Control Panel.

- a. The one principal residence structure allowed on each lot shall have at least 1,200 sq. ft. of heated living space on its main or ground level.
- b. Lots may have up to two additional detached dwellings, including guest houses or other structures, excluding garage, each of which may contain no more than 2000 sq feet of floor area; such additional buildings shall be of comparable quality and appearance as the principal residence structure.
- c. Section 5 defines building setback restrictions for both the principal dwelling and additional structures.

**9. Construction:** Plans for proposed improvements (house, structure, outbuilding, fence, etc.) must be submitted for approval to the Developer or the Association's Architectural Control Panel within 30 days of proposed construction start-up. Drawings for dwellings must include a foundation plan, floor plan, exterior elevations of buildings, driveway, septic and utilities locations, and must also include appearance after all backfilling and landscaping. Plans for other structures and improvements must include similar information, to the point of applicability. Any significant changes to approved plans must be re-approved before implementation.

- a. Trees proposed for removal will be marked or tagged for review and approval by the Developer or the Association's Architecture Control Panel. Stumps, felled trees and all other building debris must be removed by the lot builder/lot owner. Debris will not be dumped on any other area in the South Rim except as may be formally specified by the Developer or the Association's Board for such purpose.
- b. All exterior colors and finishes and materials for buildings, outbuildings, garages, fences, gazebos, roofing and roof vent colors, and other functional and decorative structures shall be subject to approval by Developer or the Association per Section 13. Muted tones of

browns, greens, grays and other natural colors will be acceptable, whether brick, wood, stone or other selected and approved building material.

- c. Mail boxes, newspaper boxes and other such installations will not be erected until approved by the Association's Board. Outside radio or TV antennae shall be installed so as not to be visually offensive, and the approval of their design and placement must be obtained with the dwelling/structural application package. No outside clothes lines are permitted. No wire or chain link fences are permitted.
- d. The cost of repairs for any damages or excessive wear to common properties, including common roadways, that result from vehicles, machinery and equipment involved in construction of a particular lot owner's improvements, will be assessed to that particular lot owner.

**10. Owners Association and Fees:** Every owner / sub-developer of the South Rim and every lot owner of subdivided lots within the South Rim are required to join the Association, subscribe to its Bylaws and pay annual dues and other assessments the Association may require.

- a. Mandatory Membership. Association membership is mandatory. The Association's Bylaws provide operational details and management processes by which the Association organizes, elects its Board of Directors and Officers, and conducts all business for administering and enforcing these restrictive covenants.
- b. Membership Voting Entitlement. The Association has one (1) regular voting membership classification. Each residential lot in the Development, including any lots in South Rim subdivision, shall entitle the lot owner to one (1) vote in the decision and approval processes of the Association. If a lot is co-owned, then one vote will be valid for each lot, and co-owners shall select the lot owner who shall vote. In addition, the South Rim owner / sub-developer is entitled to one (1) vote in the conduct of Association affairs up until such time as all South Rim lots offered for sale by the South Rim owner / developer are sold to residential lot owners.
- c. Association Management. The Association, managed by a Board of Directors and its duly elected officers, oversees responsibilities of the Association to preserve the beauty and tranquility of the community, enforce restrictive covenants, maintain common area



right-of-ways, easements, landscaping, community facilities, walking trails, entry gates and fences, pay annual property taxes for common properties, and be responsible for such other expenses as may be required by the Association to fulfill this chartered purpose.

d. Association Operation. Details defining the Association's purposes, powers, organization, directorship, officers, meetings, elections, operational procedures, rules and regulations, financial processes, and general business activities are provided in the Association's ByLaws.

e. Association Fees and Insurance. Two Association assessment fee types are established:

1) Annual assessments. This fee is established to provide the Association's general operating budget on an annual basis for routine, recurring and generally predictable expenses for performing the obligations of these restrictive covenants.

a) Annual assessments may include, but not be limited to: expenses for maintaining or improving common properties including roadways, any common area security and recreational facilities; preserving beauty of the South Rim and the entire Development; maintaining liability insurance; maintaining walking trails and viewpoints; and any other costs defined by the Association's Board as a common expense.

b) Annual assessments shall initiate with the sale of each Development lot, including South Rim subdivision lots, and shall accrue to their lot owners from the date of warranty deed conveying said lot, prorated on a 365 day basis. Each lot owner voting entitlement obligates the owner to one (1) share allocation of annual assessment fees. Additionally, the South Rim owner/developer is obligated to one (1) share allocation of annual assessment fees until such time as all South Rim lots offered by the South Rim developer are sold to new lot owners.

2) Special Assessments. In addition to annual assessments, the Association may levy special assessments for the purpose of defraying the cost of any construction or

reconstruction or unexpected repair of an improvement upon the Common Properties, the cost of any addition to the Common Properties or any other unexpected expense, provided that such special assessments shall have the written approval of at least a majority of the eligible votes in the Association.

- f. Assessment Exemption Provisions. Lots bordering on existing public roadways and having property access and utility connections exclusively with those public right-of-ways will be exempt from that portion of Association fees that may be assessed for maintenance of common access roadways and utility easements elsewhere within the Development. Other exemptions may be granted to lot owners by the Association on an individual determination basis where the special circumstances of a lot's location and access to common properties, utilities or other amenities may warrant exemption or reduction in amount of obligation.
- g. Liability Insurance Responsibility. The Association will be responsible for maintaining liability insurance covering risk of injury by persons using the Bridal Veil Wilderness Preserve and other common properties, common roadways, trails and viewpoints, and any other properties or facilities made available to lot owners for common access and recreation.
- h. Association Common Areas Usage. Each owner/sub-developer of the South Rim and each lot owner of lots created from subdivisions of the South Rim shall enjoy, as Association members, access to and use of all common areas and common facilities within the Development. Likewise, Association members in other residential sectors of the Development shall have the same right to access and use common areas and facilities that may be created within the South Rim.

**11. Binding Covenants:** All restrictions, covenants and conditions herein contained are hereby declared to be covenants running with the land, and shall be binding on all present and subsequent owners/sub-developers and individual lot owners of the South Rim in any capacity whatsoever, until the 31st day of December in the year 2020; and such restrictions shall be extended thereafter in intervals of ten years unless rescinded prior to the beginning of any such ten-year period by a vote of 51% of the then owners of residential lots in the Bridal Veil Development.

**12. Amendment:** Any of the restrictive covenants imposed in this instrument may be amended at any time by a recorded instrument, signed and acknowledged by the Association's Board and by lot owners of record of 66% of lots within the Bridal Veil Development including the South Rim. Additional restrictions and covenants may be placed on the South Rim and other tracts in the Development by Association members in the same manner.

**13. Interpretation and Enforcement:** This document shall be interpreted in accordance with the laws of the State of Tennessee.

a. The decision authority for interpretation of specific restrictive covenants relative to any application case in question, and for the approval of any request for variance to these Restrictive Covenants, and for their enforcement, shall all vest in the Developer for a period of six (6) months following the sale of the Property to the South Rim Owner / Sub-developer. After that six month period all authority for interpretation and enforcement shall automatically vest in the Association's Board in the same manner as for all other Bridal Veil Development properties.

b. If any present or future South Rim owner/sub-developer or residential lot owners subject to these restrictive covenants shall violate or attempt to violate any of the restrictive covenants contained herein, then the Developer or the Association's Board or any member of the Association may institute any proceeding at law or in equity against the person or persons violating or attempting to violate such restrictive covenants, and to prevent the same by injunction and/or to recover damages for such violation.

c. Upon failure of the South Rim owner/sub-developer or a residential lot owner to correct violation(s), the Developer or the Association's Board may correct said violation(s) and charge the cost of corrections to the owner in nonconformity.

**14. Headings; Gender; Severability:** Headings contained herein are for reference purposes only and are not to be construed as part of these restrictions. The use of words herein requiring selection of any gender, singular or plural, shall be construed so as to best describe the party in question; and if any one or more of the restrictions or covenants herein contained are declared invalid by order of any court having jurisdiction, such invalidation shall in no way effect any other restrictions herein contained, all of which shall remain in full force and effect, each provision hereof being treated as a separate instrument.

**THIS DECLARATION** of Restrictive Covenants is made to be effective on the

**21<sup>st</sup> day of January 2005**

by Monette Anthony Developments, LLC, a Tennessee Limited Liability Company, the Developer.

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by Roland Edward Monette  
Chief Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned notary public for the above State and County, the within named **ROLAND E. MONETTE**, with whom I am personally acquainted, and who acknowledged that he executed the above instrument for the purposes therein contained.

**Witness** my hand and seal, at \_\_\_\_\_,

this \_\_\_\_\_ day of February, 2005.

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

My Commission Expires: \_\_\_\_\_

[Notary Seal]