

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
THE COVE AT APOLLO SHORES**

KNOW ALL MEN BY THESE PRESENTS that this Declaration of Covenants and Restrictions is made this \_\_\_\_ day of June, 2007, by WINDSOR PINE, LLC, of "The Cove At Apollo Shores."

**WITNESSETH:**

WHEREAS, Committee, for the benefit and protection of owners of Lots in the Property, desires to place certain covenants and restrictions on the Property.

NOW THEREFORE, the Committee declares that the Property is, and shall be, subject to the Covenants and Restrictions hereinafter set forth.

**ARTICLE I.  
DEFINITIONS**

Section 1. "Architectural Review Committee" shall mean the Board of Directors of the Association, Mark Whitlock, SR., Mark Whitlock, Jr., Jeremy Bivens and such individual as the Committee may appoint.

Section 2. "Association" shall mean "The Cove at Apollo Shores" Homeowners Association, a Tennessee Nonprofit Corporation, Its successors and assigns.

Section 3. "Board" shall mean and refer to Mark Whitlock, SR., Mark Whitlock, Jr. and Jeremy Bivens.

Section 4. "Common Area" shall mean the real property, and any and all improvements constructed thereon, if any, of the common use and enjoyment of the Lot owners.

Section 5. "Common Expenses" shall mean and refer to the expenses of operation of the Association.

Section 6. "Improvements" shall mean the permanent residence, outbuildings, structures, or any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, whether temporary or permanent; any excavation or change in grade on a Lot of more than twenty-four (24") inches.

Section 7. "Lot" shall mean and refer to any parcel of land shown upon the Plat.

Section 8. "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot.

**ARTICLE II.  
ARCHITECTURAL REVIEW COMMITTEE**

Section 1. "Purpose and Duties." The purpose of the Architectural Review Committee (hereinafter the "Committee") is to assure that all improvements conform to these Covenants and Restrictions and to insure that any Improvements are used only for residential purposes and conform to the general plan for the orderly development of a high class residential subdivision on the Property.

Section 2. **Submission of Plans and Specifications.** No construction on any Improvement shall be commenced, nor shall any existing improvement be altered in any way which materially changes the exterior appearance of the Improvement, unless plans and specifications therefore have first been submitted to and approved in writing by the Committee. Plans and specifications shall contain a site plan, exterior elevation, grading plans and such other information as may be reasonably required by the Committee. In addition, the Committee may establish a fee for the plans and specifications review process, which amount will be paid with the submission of the plans and specifications.

Section 3. **Approval of Plans and Specification.** The Committee shall approve or disapprove any plans or specifications submitted to it within 30 days after submission, and upon approval a letter of compliance, or upon disapproval a letter of refusal shall be issued by the Committee or the Owner. Refusal to approve plans and specifications by the Committee may be based on any grounds, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Committee, it shall deem sufficient. Any changes or alterations to approved plans and specifications shall be submitted to the Committee for Committee approval, and the Committee shall approve or disapprove any changes or alterations in the same manner as the original plans and specifications. Approval of any plans and specifications by the Committee shall not be any warranty or representation by the Committee as to the structural soundness of any Improvement, and no Owner shall have any claim against the Committee for any defect in any Improvement constructed by the Owner after approval by the Committee.

Section 4. **Conduct of Construction.** Each Owner shall be responsible before or during any construction of any Improvement to provide: metered water and electricity to the site; that during construction the building site shall be kept in good appearance; and for the clean up and repair any damage or debris on "The Cove At Apollo Shores", adjacent Lots, or the Common Areas resulting from construction and other activities by the contractor, its employees, agents or subcontractors. In addition there shall not be allowed any dumping, or burial of any construction waste material on any Lot; and, all construction waste shall be disposed of by hauling the same away from the site on a periodic basis. Before any construction commences, a temporary driveway of at least crusher run stone must be installed which shall be crowned and have proper drainage so that surface water from the driveway and the building site shall not drain on "The Cove At Apollo Shores", adjacent Lots or Common Areas; Construction once commenced must be proceeded diligently to completion with no delays except weather or material related.

Section 5. **Committee's Right of Entry.** An authorized representative of the Committee or the Board shall be entitled to reasonable access to the Lots as may be required to investigate and/or correct any existing violation of the provisions of this Declaration of Covenants and Restrictions or the Bylaws of the Association.

### ARTICLE III. PROPERTY RIGHTS IN AND IMPROVEMENTS TO COMMON AREA

Section 1. **Owner's Easements and Enjoyment.** Each Owner shall have the right and easement of enjoyment in and to the Common Area for themselves, as Owners, their respective family members, guests and invitees, subject to the right of the Association, acting by its Board, to limit or control the use of all or any part of the Common Area.

Section 2. **Common Area Improvements.** The Association may, from time to time, with a majority vote of its Members, provide for the construction of improvements on the Common Area for use by the Association Members under such rules and regulations as set forth by the Association.

#### ARTICLE IV. COVENANT ASSESSMENTS

Section 1. **Creation of Lien and Personal Obligation for Assessments.** The Owner of each Lot owned within the Property, and each future owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay the Association:

(1) annual assessments, dues or charges; on all Lots.

(2) special assessments for capital improvements as hereinafter provided.

The special assessments shall be prorated among the Lot owners. The annual dues and special assessments, together with late charges, interest at the legal rate, costs and reasonable attorney fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each which assessment is made. Each such assessment, together with late charges, interest, costs and reasonable attorney's fees, shall also be a personal obligation of the Owner of such Lot and are a lien on the lot at the time when the assessment is due and payable. The personal obligation from delinquent assessments shall pass to any successor in title, in addition, the assessments and dues provided for herein shall be and become a lien against the Lot upon the recordation of an appropriate notice of lien in the Register's Office for Rhea County, Tennessee.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the improvement and maintenance of Common Area, including the payment of taxes assessed against the Common Area, the procurement and maintenance on the Common Area and such other needs as may arise and for Construction and Maintenance of Roads.

Section 3. **Annual Assessments or Dues.** The Board of Directors shall recommend and the membership at its annual meeting shall fix the annual assessment for each Lot. Annual dues are to be paid in full in the amount of four hundred dollars (\$400.00) directly to the Association of "The Cove At Apollo Shores."

Section 4. **Subordination of the Dues and Assessment Lien to First Mortgages.** The dues and assessment lien provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on any Lot; provided, however, on the sale or transfer of any Lot pursuant to a private sale or the foreclosure sale of any mortgage or deed of trust, to the extent that any funds are available that would be payable to the Owner of the Lot after such sale or foreclosure, and said amount shall be subject to the lien of the Association For assessments created hereby.

Section 5. **Remedies of the Association dues to non-payment of Dues or Assessment** any Dues or assessments not paid when due shall be delinquent, and if not paid within 30 days after the due date, a late charge in the amount of ten percent (10%) of the assessment shall be added to the assessment and become a part thereof. In any case, the Association may, at its option, bring any action at law against the Owner of a Lot personally obligated to pay the same, or after recordation of the assessment lien, foreclose the lien against such Owner's Lot, and interest at the legal rate, costs and reasonable attorney's fees for such action shall be added to the assessment and for assessment lien.

#### ARTICLE V. MAINTENANCE

Section 1. **Owner's Responsibility.** Each Owner shall keep and maintain the Owner's Lot, whether vacant or occupied, and the exterior of any and all Improvements located thereon in a neat, attractive and safe condition, including, but not limited to, painting, repairing, replacing and care for roofs, gutters, down spouts, building surfaces, trees, shrubs, grass, walks, driveways and other exterior improvements. In the event an Owner, after 30 days written notice from the Association, fails to perform any maintenance as required hereby, then in such event, the Association may, but shall not be obligated to, perform such maintenance at the Owner's expense and have a lien against said Lot for the cost of such maintenance and repair so performed.

#### ARTICLE VI. GENERAL COVENANTS AND RESTRICTIONS

Section 1. **Re-Subdivision.** No Lot may be further subdivided in size except upon the prior approval of the Committee. In the event two or more adjacent and contiguous Lots are purchased by the same owner those Lots may be combined to form one Lot with the approval of the Committee. The Lot Owner who combines Lots shall bear the cost of surveying or any fees related to such action.

Section 2. **Residential Use.** All Lots shall be restricted exclusively to single family residential use as per these Covenants and Restrictions, No Lot, or any portion thereof, shall at any time be used for any Commercial or retail purpose, except professional home office or customary home occupation.

In addition the Committee shall not approve any plans and specification unless:

(A) each single level residence shall have at least 1000 heated and enclosed square feet and any split or multi level residence shall be at least 800 heated and enclosed square feet on its main level;

(B) all Improvements shall be set back from the front property line as required by the Committee;

(C) all Improvements shall be constructed of new materials unless approved by the Committee.

Section 3. **Movable or Temporary Building.** No mobile, panelized or manufactured homes, house trailers, double wides, triple wides, shacks or other buildings of a temporary character shall be moved on to or erected on any Lot within the Property.

Section 4. **Animals.** No animals, except household pets (which are limited to two dogs and two cats), shall be kept on said Lots, and they shall not be kept or maintained for any commercial purposes, without prior approval from the Committee.

Section 5. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon, which may be, or may become, an annoyance to the neighborhood. Also, the failure to remove for ninety (90) days after occupancy of a residence all of the excess building materials, such as blocks, bricks, lumbars, etc. from view shall likewise be a nuisance per se. Any residence or other Improvements which has been destroyed or damaged to any degree which is externally visible shall be repaired or removed within six (6) months from the time of such destruction or damage. Any burglar or fire alarm system with a siren, bell or audible device shall be equipped with an automatic cutoff that will shut off the audible device within five (5) minutes.

The performance of or failure to perform any act covered in by these restrictions shall constitute a nuisance per se and may be enforceable by the Association or any Lot Owner in any court of competent jurisdiction seeking injunctive relief and damages, and if any such action is successful, all legal costs and attorneys fees incurred in the enforcement of this provision of the Restrictions be adjudged against the offending Lot Owner and be and become a lien upon the Lot Owner's Lot.

Section 6. **Driveways.** Driveways shall be planned and executed in an attractive and functional manner taking into consideration the location of existing trees, topography, street scape and compatibility with surrounding improvements and shall not be constructed without the prior written approval of the Committee of plans and specifications, which plans and specifications shall include the permanent pavement proposed.

Section 7. **Fencing.** Fencing, walls or shrub or tree screening as approved by the Committee may be erected on the Lots and must be approved by the Committee as to material, type, height and location.

Section 8. **Recreational Vehicles and Trailers. Inoperable Vehicles.** No trailer, trailer house, boat, recreational vehicle, commercial vehicle or otherwise shall be parked on any Lot or the street, except on such parking areas as specified by the Committee or within enclosure or behind screening erected in accordance, with plans and specifications to and approved by the Committee, no abandoned or inoperative cars, trucks or other vehicles of any type shall be allowed on any Lot. In the event of a violation of this section, such vehicle may be removed by the Association or any other Lot Owner at the expense of the Owner of the Lot on which the vehicle is located.

Section 9 - **Recreational Equipment.** Inground swimming pools recreational and/or playground equipment are permitted on any Lot, but they shall not be erected, installed or altered on any Lot without the prior written approval of the Committee of the plans and specifications for such Improvements. Above ground swimming pools are not permitted.

#### **ARTICLE VII** **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot shall be a member of the Association and each Lot shall be entitled to one vote on any matter properly brought before the Association for a vote by

the Lot Owners. Bylaws of the Association shall be adopted by the Members which shall govern the Association.

**ARTICLE VIII.**  
**GENERAL PROVISIONS**

Section 1. **Duration.** The Covenants and Restrictions of this Declaration shall run with and bind the Property for a period of thirty-five (35) years from the date of recording of this Declaration, at the end of which period such Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two-thirds (2/3rds) of the Owners of Lots, each Lot having one vote, at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said Covenants and Restrictions are modified in whole or in part which instrument shall be filed in the Register's Office of Rhea County, Tennessee.

Section 2. **Rights and Obligations.** Each grantee of the Developer, by the acceptance of a Deed of conveyance to a Lot, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration of Covenants and Restrictions. All rights benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any Interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration of Covenants and Restrictions were recited and stipulated at length in each and every Deed of conveyance or contract for conveyance.

Section 3. **Amendment.** This Declaration of Covenants and Restrictions may be amended at any time and from time to time by an agreement signed by at least two-thirds (2/3rds) majority of the Owners of Lots, each Lot having one vote, Any such amendment shall not become effective until the instrument evidencing such change has been filed in the Register's Office of Rhea County, Tennessee. Every purchaser or grantee of any interest in any Lot made subject to this Declaration of Covenants and Restrictions, by acceptance of a Deed or other conveyance thereof, thereby agrees that this Declaration of Covenants and Restrictions may be amended as provided in this Section.

Section 4. **Enforcement.** The Association or any Lot Owner shall have the right to enforce, by any action in law or equity, all covenants, conditions, restrictions reservations, easements, liens, or changes now or hereafter granted or imposed under the Declaration. Failure by the Association or any Owner, to enforce any covenant or restriction contained herein shall not be deemed to be a waiver of the right to do so.

Section 5. **Severability.** If any provision of the Declaration of Covenants and Restrictions, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration of Covenants and Restrictions and the application of any such provision, paragraph, subparagraph, article, section, sentence clause, phrase or word in any other circumstances shall not be affected thereby and the remained of this Declaration of Covenants and Restrictions shall be construed as if such invalid part was never included therein.

Section 6. **Headings.** Headings are for convenience purposes only.

Section 7. **Governing Law.** This Declaration shall be a Tennessee Contract and shall be construed under the laws of the State of Tennessee.

IN WITNESS WHEREOF, Windsor Pine, LLC, by and through and its Committee, has executed these Declarations of Covenants and Restrictions for "The Cove At Apollo Shores" on the day and date first above written.

\_\_\_\_\_  
MARK WHITLOCK, SR.

\_\_\_\_\_  
MARK WHITLOCK, JR.

\_\_\_\_\_  
JEREMY BIVENS

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

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

PERSONALLY APPEARED before me, a Notary Public in and for the State and County aforesaid, the within named bargainer, **MARK WHITLOCK, SR.** with whom I am personally acquainted, and who acknowledged that he executed for the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this \_\_\_\_ day of June, 2007.

**MY COMMISSION EXPIRES:**

\_\_\_\_\_  
**3-24-2010**

\_\_\_\_\_  
**NOTARY PUBLIC**

Received Time Feb. 13. 10:51AM

No. 6191 P. 7

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

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

PERSONALLY APPEARED before me, a Notary Public in and for the State and County aforesaid, the within named bargainer, **MARK WHITLOCK, JR.**, with whom I am personally acquainted, and who acknowledged that he executed for the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this \_\_\_\_ day of June, 2007.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF TENNESSEE )

COUNTY OF RHEA )

PERSONALLY APPEARED before me, a Notary Public in and for the State and County aforesaid, the within named bargainer, **JEREMY BIVENS**, with whom I am personally acquainted, and who acknowledged that he executed for the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this \_\_\_\_ day of June, 2007.

MY COMMISSION EXPIRES:

3-24-2010

\_\_\_\_\_  
NOTARY PUBLIC

Received Time Feb. 13. 10:51AM

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